

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: February 4, 2009

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
9	C09137	Steve's Towing <i>Miguel Leyva</i>	None
9	C09138	Pepe's Tow Service, Inc. <i>Manuel Acosta</i>	None
9	C09139	JLM Towing Services, Inc. <i>Moises Serrano</i>	None
9	C09140	Steve's Towing <i>Miguel Leyva</i>	None
15	C09082	Nelson/Nygaard <i>Linda Rhine</i>	None

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Approved
Board of Directors

Date: February 4, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

29	03-037-02	Terry Haines <i>Terry Haines</i>	None
30	C09083	Diversified Landscape Co. <i>Paul J. Morales</i>	None

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X											
Brad Mitzelfelt Board of Supervisors	X											
Paul Biane Board of Supervisors	X											
Josie Gonzales Board of Supervisors	X											
Neil Derry Board of Supervisors												
Charley Glasper City of Adelanto	X											
Rick Roelle Town of Apple Valley	X											
Julie McIntyre City of Barstow	X											
Bill Jahn City of Big Bear Lake	X											
Dennis Yates City of Chino	X											
Gwenn Norton-Perry City of Chino Hills												
Kelly Chastain City of Colton	X											
Mark Nuaimi City of Fontana	X											
Bea Cortes City of Grand Terrace	*											
Mike Leonard City of Hesperia	X											

X = member attended meeting.

* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X											
Rhodes 'Dusty' Rigsby City of Loma Linda	X											
Paul Eaton City of Montclair	X											
Jeff Williams City of Needles	X											
Alan Wapner City of Ontario	X											
Diane Williams City of Rancho Cucamonga	X											
Pat Gilbreath City of Redlands	X											
Grace Vargas City of Rialto	*											
Patrick Morris City of San Bernardino	X											
Jim Harris City of Twentynine Palms	X											
John Pomierski City of Upland	X											
Ryan McEachron City of Victorville	X											
Dick Riddell City of Yucaipa	X											
William Neeb Town of Yucca Valley	X											
Ray Wolfe Ex-Official Member	Jesus Galvan											

X = member attended meeting.

* = alternate member attended meeting.

Empty box = Did not attend meeting

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X	X	X	X	X	X	X		X	X	X
Brad Mitzelfelt Board of Supervisors	X	X	X	X	X		X	X	X	X		
Paul Biane Board of Supervisors		X		X	X	X				X	X	
Dennis Hansberger Board of Supervisors	X	X		X	X		X	X	X		X	X
Neil Derry Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	X
Josie Gonzales Board of Supervisors	X		X	X	X	X	X	X	X	X		
Jim Nehmens City of Adelanto	X	X	X		X	X	X	X	X	X	X	X
Charley Glasper City of Adelanto	X	X	X	X	X	X	X	X	*	X	X	X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X		X	X	X	X	X
Lawrence Dale City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	X	X			X	X	X	X		X	X	X
Dennis Yates City of Chino	X	X	X		X	X	X	X	X		X	X
Gwenn Norton-Perry City of Chino Hills		X	X	X	X		*				X	
Kelly Chastain City of Colton	X	X	X	X	X	*	*	X	X	X	X	X
Mark Nuaimi City of Fontana	X	X	X		X	X	X	X	X	X	X	X
Bea Cortes City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X
Mike Leonard City of Hesperia	X	X	X	X	X	X	X		X	X	X	X
Larry McCallon City of Highland	X	X	X		X	X	*	*	X	X	X	X

X = member attended meeting.

* = alternate member attended meeting.

Empty box = Did not attend meeting

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman City of Loma Linda	X	X		X	X	X	X					
Rhodes 'Dusty' Riggsby City of Loma Linda								X	X	X	X	X
Paul Eaton City of Montclair	X	X	X	X	X	X	X	X	X	X	X	X
Rebecca Valentine City of Needles		X	X	X	X	X	X	X	X	X	X	X
Paul Leon City of Ontario	X	X	X	X	X	*	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X	X
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X
Grace Vargas City of Rialto	X	X	X		X		X	*	X			X
Patrick Morris City of San Bernardino	X	X		X	X	X		X	X	X	X	X
Jim Harris City of Twentynine Palms		X	X	X	X	X	X	X	X	X	X	X
John Pomierski City of Upland	X	X	X		X	X		X	X			X
Mike Rothschild City of Victorville	X	X	X	X	X	X	X	X	X	X	X	
Ryan McEachron City of Victorville												X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
Chad Mayes Town of Yucca Valley	X	X	*	*								
William Neeb Town of Yucca Valley					X	X	X	X	X	X	X	X
Michael Perovich Ex-Official Member	X	X		X	X	Karla Sutliff	Karla Sutliff	Karla Sutliff	Karla Sutliff			
Ray Wolfe Ex-Official Member										X	X	X

X = member attended meeting.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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Minute Action

AGENDA ITEM: 3

Date: February 4, 2009

Subject: Procurement Report for December 2008

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of December 2008.

Financial Impact: This item imposes no impact on the FY 2008/2009 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on January 14, 2009.

Responsible Staff: William Stawarski, Chief Financial Officer

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

PURCHASE ORDERS ISSUED FOR DECEMBER 2008

	Vendor	Purpose	Safe Source Y/N	Amount
P09131	Civil Works Engineering	Project Management Services for I-10 Citrus, I-10 Cherry, I-10 HOV, I-190 Riverside Ave	Yes - A recent loss of project managers precipitates this need. Civil Works Engineering was the most qualified and familiar with local issues and resolutions.	30,000.00
P09134	Apple One	Temporary secretarial support services	No	12,000.00
P09142	Keynote Speakers, Inc	Keynote speaker for the 2009 Annual City/County Conference 03/26/09	No	5,000.00
P09144	Robert Shea Perdue Real Estate	Appraisal of Etiwanda Depot	No	13,000.00
P09150	Xerox	60 Month Lease for a W5675PT copier	No	23,409.00
			TOTAL PURCHASE ORDERS ISSUED	\$83,409.00

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 4

Date: February 4, 2009

Subject: SANBAG 2009/2010 Budget Schedule

Recommendation: Approve the 2009/2010 Budget Schedule

Background: Staff has initiated preparation of the Fiscal Year 2009/2010 budget. This item contains the recommended schedule for development, consideration and adoption of the budget for the next fiscal year.

The Administrative Committee is the primary committee for policy input into the development and review of the budget. Each of the policy committees are also scheduled to consider proposed tasks under their purview during the months of March and April.

A full Board of Directors budget workshop is scheduled in conjunction with the May Administrative Committee meeting for consideration prior to adoption at the June Board of Directors meeting.

This item provides notice of the opportunities for policy input into the budget process and also provides for any additional policy direction that the Administrative Committee may impart in advance of budget presentation.

Financial Impact: This item has no immediate impact upon the budget.

Reviewed By: This item was reviewed by the Administrative Committee on January 14, 2009 and unanimously recommended for approval.

Responsible Staff: William Stawarski, Chief Financial Officer

*Approved
Board of Directors*

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

SANBAG Fiscal Year 2009/2010 Budget Schedule

DATE	ACTIVITY
January 14, 2009	Administrative Committee Review and Discussion of 2009/2010 Budget Schedule
February 4, 2009	Board Approval of 2009/2010 Budget Schedule
March 11, 2009	Administrative Committee Review of Tasks
March 12, 2009	Major Projects Committee Review of Tasks
March 18, 2009	Plans and Programs Committee Review of Tasks
March 19, 2009	Commuter Rail Committee Review of Tasks
March 20, 2009	Mountain/Desert Committee Review of Tasks
April 8, 2009	Administrative Committee Program Overview
April 9, 2009	Major Projects Committee further review of tasks if required
April 15, 2009	Plans and Programs Committee further review of tasks if required
April 17, 2009	Mountain/Desert Committee further review of tasks if required
May 6, 2009	Board of Directors presentation of Proposed Budget
May 13, 2009	Board of Directors Budget workshop in conjunction with the Administrative Committee meeting
June 3, 2009	Board of Directors Adoption of the SANBAG Fiscal Year 2009/2010 Budget

Minute Action

AGENDA ITEM: 5

Date: February 4, 2009

Subject: Measure I Revenue Receipts – Program to Date

Recommendation:* Receive Report.

Background: From time to time, Staff brings forward to the Board Measure I revenue receipts as well as future program revenue projections. Attached is a summary, by quarter, of measure I revenues received since the Authority began collecting this tax back in April 1990. A few areas to note include:

- For the first time, revenues experienced negative growth in every quarter of FY 2007/2008. Revenues decreased 4.05% between FY 2006/2007 and FY 2007/2008.
- The average annual growth since the program inception has been 6.31%.
- The highest receipts in a quarter were the 2nd quarter in FY 2006/2007 with over \$39 million collected.
- The biggest decrease in receipts in a quarter occurred in the 2nd quarter of FY 2008/2009. Receipts of \$32,404,049 for this quarter reflected a decrease of 10.26% over last year's receipts during the same period.

In 2008 SANBAG retained the services of Economics & Politics, Inc. to perform a new Measure I Growth Forecast Analysis through 2010 in order to take into account the latest economic downturn that began at the end of 2007. For FY 2008/2009, Measure I estimated receipts have been revised to \$124,069,228,

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

an 11.88% decrease of over the prior year's collections. This estimate is based on the data provided in the new Measure I Growth Forecast Analysis as well as the current actual receipts. It is projected Measure I receipts will decrease to \$117,865,767 in fiscal year 2009/2010 based on the most recent collections.

For budgeting purposes, Measure I Revenue was budgeted in FY 2007/2008 with a flat growth rate over FY 2006/2007. With the economic down turn beginning in early 2008, the actual revenues decreased by 4% over the prior year. In the past, when revenue projections were under budget, the deficit was offset by the fund balance. Because the current decreases in revenue are so significant, SANBAG cannot strictly rely on fund balances to make up the deficit. Project cash flows must be strictly monitored and other funding alternatives considered, when appropriate.

When the ballot/ordinance was created, it was estimated that Measure I would generate approximately \$1.6 billion in revenue over the twenty year period. Current receipts have already exceeded this estimate, with another 18 months left for the program. Given that the program is near its end, Staff recommends that the Measure I projections used for Budget purposes remain conservative for the balance of the current Measure.

Financial Impact: The decrease in current and future Measure I collections will have a negative impact on borrowing and delivery of major projects. The economy and future Measure I collections are not expected to improve until the later part of calendar year 2009.

Reviewed By: This item was unanimously received by the Administrative Committee on January 14, 2009.

Responsible Staff: William Stawarski, Chief Financial Officer

Summary of SANBAG Measure I Receipts – Program to Date

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 1990/1991						\$4,125,778
Fiscal Year 1990/91	11,694,216	13,253,537	13,308,816	12,398,068	50,654,637	\$54,780,415
Fiscal Year 1991/92	12,989,297	13,860,186	14,037,623	12,897,219	53,784,325	\$108,564,740
% Increase Over 90/91	11.07%	4.58%	5.48%	4.03%	6.18%	
Fiscal Year 1992/93	14,322,191	13,757,064	13,595,748	13,072,609	54,747,612	\$163,312,352
% Increase Over 91/92	10.26%	-0.74%	-3.15%	1.36%	1.79%	
Fiscal Year 1993/94	13,675,785	13,960,957	13,853,502	13,352,206	54,842,450	\$218,154,802
% Increase Over 92/93	-4.51%	1.48%	1.90%	2.14%	0.17%	
Fiscal Year 1994/95	14,111,381	14,672,672	15,389,457	13,786,993	57,960,503	\$276,115,305
% Increase Over 93/94	3.19%	5.10%	11.09%	3.26%	5.69%	
Fiscal Year 1995/96	15,497,128	15,461,874	15,661,731	15,416,635	62,037,368	\$338,152,673
% Increase Over 94/95	9.82%	5.38%	1.77%	11.82%	7.03%	
Fiscal Year 1996/97	15,911,748	15,922,724	17,136,362	15,875,921	64,846,755	\$402,999,428
% Increase Over 95/96	2.68%	2.98%	9.42%	2.98%	4.53%	
Fiscal Year 1997/98	17,093,628	17,131,536	18,487,479	16,707,800	69,420,443	\$472,419,871
% Increase Over 96/97	7.43%	7.59%	7.88%	5.24%	7.05%	
Fiscal Year 1998/99	17,809,667	18,707,481	18,359,513	18,367,306.21	73,243,968	\$545,663,838
% Increase Over 97/98	4.19%	9.20%	-0.69%	9.93%	5.51%	
Fiscal Year 1999/2000	19,895,554	19,476,386	21,677,510	20,386,548	81,435,998	\$627,099,837
% Increase Over 98/99	11.71%	4.11%	18.07%	10.99%	11.18%	
Fiscal Year 2000/2001	21,954,344	23,038,016	22,728,229	22,266,392	89,986,982	\$717,086,818
% Increase Over 99/00	10.35%	18.29%	4.85%	9.22%	10.50%	
Fiscal Year 2001/2002	23,148,536	23,913,766	24,265,400	23,130,264	94,457,965	\$811,544,784
% Increase Over 00/01	5.44%	3.80%	6.76%	3.88%	4.97%	
Fiscal Year 2002/2003	24,290,692	26,740,547	25,501,345	25,618,125	102,150,709	\$913,695,493
% Increase Over 01/02	4.93%	11.82%	5.09%	10.76%	8.14%	
Fiscal Year 2003/2004	26,423,914	27,772,164	27,825,658	28,329,546	110,351,283	\$1,024,046,775
% Increase Over 02/03	8.78%	3.86%	9.11%	10.58%	8.03%	
Fiscal Year 2004/2005	31,427,542	31,888,708	33,685,113	31,791,981	128,793,344	\$1,152,840,119
% Increase Over 03/04	18.94%	14.82%	21.06%	12.22%	16.71%	
Fiscal Year 2005/2006	35,206,940	38,420,012	37,006,506	35,047,331	145,680,790	\$1,298,520,909
% Increase Over 04/05	12.03%	20.48%	9.86%	10.24%	13.11%	

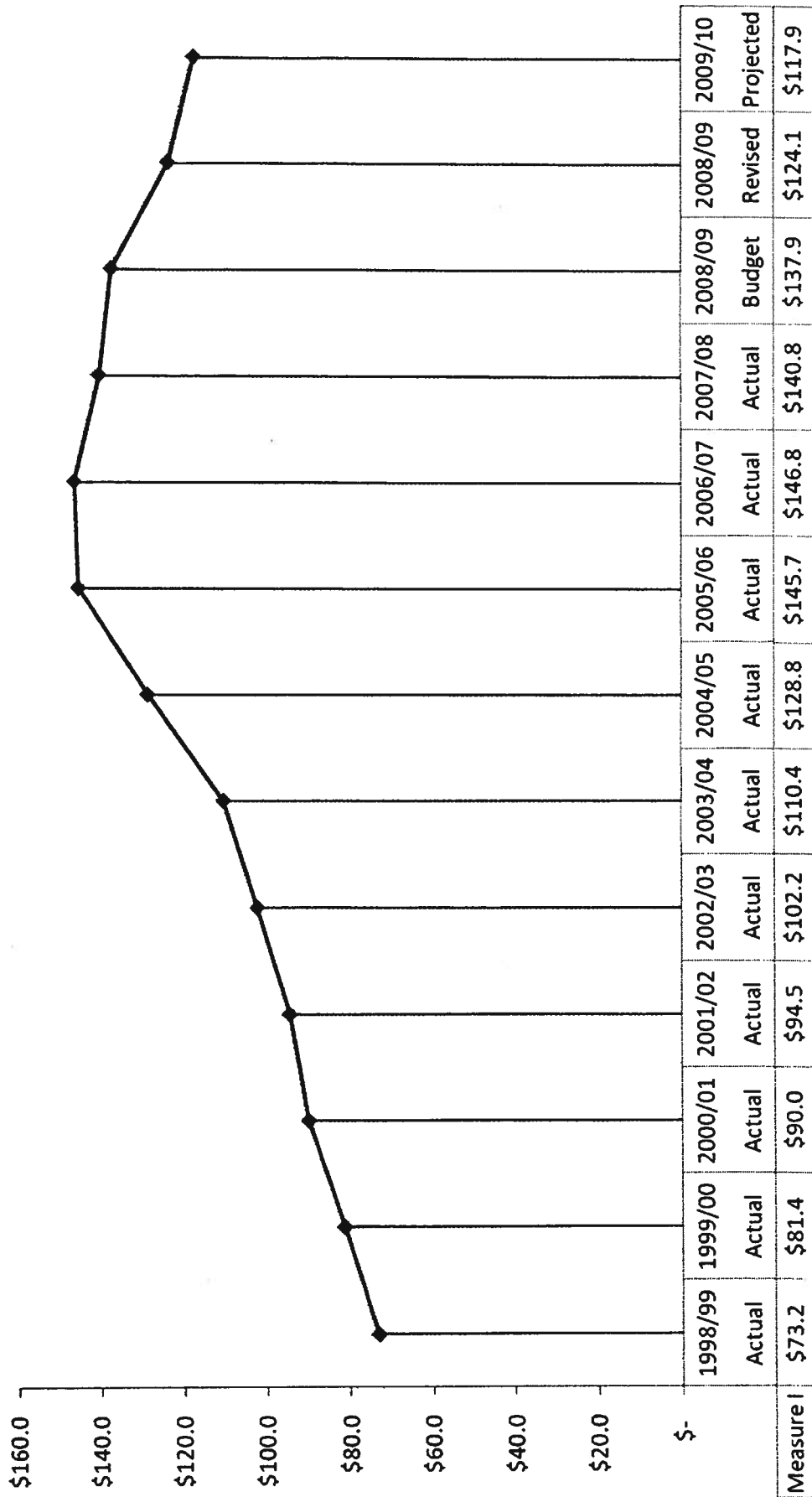
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Fiscal Year 2005/2006	35,206,940	38,420,012	37,006,506	35,047,331	145,680,790	\$1,298,520,909
% Increase Over 04/05	12.03%	20.48%	9.86%	10.24%	13.11%	
Fiscal Year 2006/2007	37,702,174	39,367,420	34,782,181	34,899,517	146,751,291	\$1,445,272,200
% Increase Over 05/06	7.09%	2.47%	-6.01%	-0.42%	0.73%	
Fiscal Year 2007/2008	37,279,235	36,106,832	34,172,721	33,243,262	140,802,050	\$1,586,074,250
% Increase Over 06/07	-1.12%	-8.28%	-1.75%	-4.75%	-4.05%	
Fiscal Year 2008/2009	34,203,118	32,404,049			66,607,167	\$1,652,681,417
% Increase Over 07/08	-8.25%	-10.26%	-100.00%	-100.00%	-52.69%	

Interesting Statistics:

Average annual growth since FY 1990/91 (17 FYs): 6.31%			
Lowest Growth Yr-FY 07/08: -4.05%	Highest Growth Yr-FY 04/05: 16.71%	Low-Q1 in 90/91: \$11,694,216	
Lowest Growth Period: 2nd Quarter FY 08/09: -10.26%	Highest Growth Period 3rd Quarter FY 04/05: 21.06%	High-Q2 in 06/07: \$39,367,420	

**SANBAG Measure I Collections
Fiscal Years 1998/99 - 2009/10
(\$Million)**



Minute Action

AGENDA ITEM: 6

Date: February 4, 2009

Subject: SANBAG's Role in Compliance with Provisions of SB375

Recommendation:* Receive report.

Background: Background: Senate Bill 375 (Steinberg), to which SANBAG took an oppose position, was passed and signed into law in September 2008. It seeks to reduce greenhouse gas emissions from the transportation sector through reducing vehicle miles traveled (VMT), primarily through more "transportation friendly" compact development and intensification in transit corridors. SB 375 is intended to implement a very minor portion of the comprehensive greenhouse gas emissions (GHG's) reduction bill, Assembly Bill 32 (Nunez), the California Global Warming Solutions Act of 2006. Specifically, SB 375 requires Metropolitan Planning Organizations responsible for preparation of Regional Transportation Plans (in our case, the Southern California Association of Governments or SCAG) to include a sustainable communities strategy (SCS) in the regional transportation plan, designed to achieve GHG reduction targets pursuant to AB 32. For this reason, Hasan Ikhrata, SCAG's Executive Director, made a brief presentation on SB 375 before the SANBAG Board of Directors in November.

As part of the Regional Transportation Plan (RTP), the SCS must adhere to federal RTP requirements such as financial constraint and air quality conformity. If the SCS is unable to meet the regional target as determined by the California Air Resources Board, an unconstrained alternative planning scenario is required, to demonstrate how the target can be reached. Specific to the SCAG Region, the legislation provides for subregional and transportation agencies (SANBAG is both) to develop Subarea SCS's to be integrated into the regional SCS. SB 375

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*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

also integrates the state-mandated Regional Housing Needs Assessment (RHNA) process into the SCS and therefore the Regional Transportation Plan, and provides CEQA streamlining as an incentive to encourage residential projects which help to achieve AB 32 GHG reduction goals.

As might be expected, sweeping legislation of this kind raises many issues as SANBAG considers its role in the upcoming RTP-SCS development process:

- SB 375 provides no funding to support the mandated planning efforts. It has been suggested that funding may be available through SB 732, which would appropriate funding made available from Proposition 84 (the Water Quality, Safety, and Supply initiative of 2006), although it is not assured.
- While SB 375 clearly exempts transportation projects named in local transportation sales tax measures enacted by 2008 and programmed in or before 2011, most of the projects included in the recently passed, 30 or 40 year Measure extensions will not be programmed by 2011, which would suggest that absent legislative relief, the SCS will have to account for the voter-endorsed projects.
- If subregions and county transportation commissions elect to prepare subregional SCS's, are subregional GHG reduction targets needed to ensure that each subregion does its "fair share"? Can we even define what a "fair share" is?
- It appears that few if any of the subregions or transportation agencies have the analytical tools needed to determine the degree of VMT reduction or amount of GHG reduction that would occur as a consequence of revised land use projections – can this analytical capacity be developed or would SCAG would continue to be the only source of such analysis?
- Two strategies, more rapid fleet turnover/enhanced penetration of zero and near-zero emission vehicles, and congestion pricing, are capable of yielding far more substantial near-term GHG (and air pollution) reduction benefits than changes to local general plans. Accelerated fleet conversion, in fact, is a cornerstone of the South Coast Air Basin's strategies to attain federal air quality standards for PM2.5 and ozone, and the federal attainment deadlines (2014, 2019 [estimated], and 2023) bracket the 2020 AB 32 target to return to 1990 GHG emission levels. Ironically, regional success in achieving a fleet mix consistent with attainment of federal air quality standards would also minimize the air quality benefit of VMT reduction. Unfortunately, it appears that SB 375 provides no credit to local jurisdictions for strategies to clean up their own fleets or promote more general fleet turnover, nor are we assured that congestion pricing, however effective it may be, could receive credited toward the target.

In years past, SANBAG has coordinated member jurisdiction input to preparation of regional growth forecasts such as will be needed for the SCS, and routinely maintains existing and planned land use inventories that serve as

a basis for these efforts. Staff suggests that we should expect to undertake this coordination again, particularly if financial support through SB 732 or other sources is made available. However, it does not appear feasible to develop the analytical tools needed to quantify the effects of these efforts, nor is it clear that SANBAG should take on the liability potentially associated with delegation of RHNA responsibilities.

Staff will discuss these and other SB 375 issues that arise in upcoming regional discussions with the Committee in an effort to begin formulation of a SANBAG strategy for participation in the regional SB 375 compliance effort.

Financial Impact: This item has no financial impact on the current FY 2008/2009 budget.

Reviewed By: This item was reviewed by the Plans and Programs Policy Committee on January 21, 2009.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

Minute Action

AGENDA ITEM: 7

Date: February 4, 2009

Subject: Amend Policy 10300 to Address Surplus Call Boxes

Recommendation:* Approve Amendment No. 1 to Policy 10300, to address the surplus call boxes.

Background: The call box program began operation in 1990 with an initial 373 call boxes installed on major highways in the San Bernardino Valley. The system grew to 1,700 active call boxes in 1997. Around that same time, the decline in call box call volume began due to the onset of cellular telephones. In May 2006, the Service Authority for Freeway Emergencies (SAFE) approved the permanent removal of call boxes in urban areas of the County, where there now is Freeway Service Patrol (FSP) service to assist motorists. Currently, the total number of active call boxes in use throughout the County totals 1,370 and it is estimated that these boxes will generate approximately 20,000 calls this calendar year. In general, call boxes are spaced in the urban area of the County at one mile intervals, and in the rural parts of the County between one and two mile intervals, or where there is sufficient cellular service. In some areas (such as steep grades, like on Interstate 15) call boxes are placed at ½ mile intervals.

Because of American with Disabilities Act (ADA) requirements that have required teletype functionality installed on all active call boxes, the program costs have increased in recent years. Staff continues to revisit system performance and effectiveness, and will continue to recommend permanent removal of any call box

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Approved
Board of Directors

Date: February 4, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

that does not warrant continued service because of lack of call volume or need. As a result, the program has realized cost savings and is able to operate efficiently, even with the one-time capital improvements as a result of ADA requirements.

To date, when call boxes have been permanently removed, they have been placed into storage and used as excess inventory to reduce costs (for example, replacing damaged/knocked down call boxes as opposed to purchasing new call boxes). Approximately 127 call boxes are stored at a storage facility in the City of San Bernardino and this storage unit is now at capacity. In the past few years when other California SAFEs have attempted to sell call boxes on the open market, in auctions or through the internet, they have had no offers. The only offers for purchase have been from the current call box maintenance vendor (CASE Systems) or call boxes have been provided at no charge to other public entities (colleges or parks). Because the current storage facility is at capacity, the maintenance contractor (CASE) has offered to purchase 20 call boxes. In order to proceed with this sale, it is recommended that the current SANBAG Surplus Policy be amended. There are limited uses of these assets, and it is in the best interest of the SAFE to permit sales from interested parties, from time-to-time, as opposed to storing the call boxes and incurring additional storage expenses.

Therefore, Staff recommends that Policy 10300 be amended (see Attachment A, last paragraph), to accommodate this type of sale given these unique assets. Note that this proposed Policy amendment is consistent with the State of California Government Code, Sections 25503-25507, which deals with surplus equipment. The Policy also does not conflict with State Statute which governs the Call Box Program (California Streets and Highways Code Sections 2550-2559). Therefore, Staff recommends this Policy be amended to accommodate the disposal of surplus call boxes and related equipment.

Financial Impact: Upon approval, this item may result in additional revenue to the SAFE, task number 70209000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee at its January 14, 2009, meeting. The item and policy amendment have been reviewed by Legal Counsel.

Responsible Staff: Kelly Lynn, Manager of Air Quality/Mobility Programs
Duane Baker, Director of Management Services

BRD0902a-kl
Attachment: Policy 10300
70209000

Attachment A

San Bernardino Associated Governments	Policy	10300
Adopted by the Board of Directors November 1992	Revised	Draft 1/14/09 New 11/02
Surplus Personal Property	Revision No.	

Table of Contents
Purpose Definitions Policy Revision History

I.10300.1 PURPOSE

The purpose of this policy is to ensure that all employees utilize SANBAG personal property in the most cost effective manner possible. When property is in excess to the needs of the Agency, it shall be disposed of in accordance with Sections 25503-25507 of the Government Code of the State of California.

10300.2 DEFINITIONS (none)**II.10300.3 POLICY**

This policy applies to SANBAG property other than real property that has been classified as "Fixed Assets", and as "Inventoriable Equipment". Disposal of real property shall be done in accordance with the California Government Code (Sec 25363 and 25526).

- Property that cannot be economically maintained or repaired or no longer effectively performs functions required by the agency may be declared surplus.
- Property with a purchase price of less than \$500 shall be declared surplus by the Executive Director.
- Property with a purchase price in excess of \$500 shall be declared surplus by the Board of Directors.
- When declaring surplus an item which has been stolen and the purpose is to clear the item from inventory, a copy of the police report pertaining to the theft must accompany the request.

Adopted by the Board of Directors: November 1992

Policy 10300

=====

California Government Code 25363. Auction sale or lease of unneeded property; requisites; disposition of proceeds; private sale

The board of supervisors may sell or lease at public auction, and convey to the highest bidder, for cash, any property belonging to the county not required for public use. The sale or lease may be made at the courthouse door or at such other place within the county as the board orders by a four-fifths vote. Notice of the sale or lease shall be given for five days prior thereto either by publication in a newspaper published in the county or by posting in three public places in the county. The proceeds shall be paid into the county treasury for the use of the county. If in the unanimous judgment of the board, the property does not exceed in value the sum of five hundred dollars (\$500), or the monthly rental value thereof is less than seventy-five dollars (\$75), or if it is the product of the county farm, it may be sold or leased at private sale without advertising by any member of the board authorized by a majority vote of the board. The sale or lease shall be reported to and confirmed by the board. This section does not apply to the furnishing of goods to special districts.

California Government Code 25526. Resolution of intention to sell or lease, contents, time for receipt of proposals

Before ordering the sale or lease of any property the board of supervisors shall, in a regular open meeting, by a two-thirds vote of all its members, adopt a resolution, declaring its intention to sell the property, or a resolution declaring its intention to lease it, as the case may be. The resolution shall describe the property proposed to be sold, or leased, in such manner as to identify it and shall specify the minimum price, or rental, and the terms upon which it will be sold, or leased, and shall fix a time, not less than three weeks thereafter for a public meeting of the board of supervisors to be held at its regular place of meeting, at which sealed proposals to purchase or lease will be received and considered.

When the minimum price or annual rental is not over two thousand dollars (\$2,000) or one hundred fifty dollars (\$150) per month for a period of one year or less, instead of describing in detail the property and the terms on which it will be sold or leased, the resolution may briefly identify the property, state the minimum price or rental, and refer to the proposed form of conveyance or lease on file in the office of the county clerk in which the terms for selling or leasing the property may be seen.

Disposal of Surplus Call Boxes and Related Parts/Equipment

Call boxes and related parts/equipment that cannot be economically maintained or repaired or are no longer required for the Call Box System may be declared surplus by the Executive Director. The Executive Director may sell the surplus call boxes at fair market value to private entities, or may provide to interested public entities at no charge. When call boxes have been declared surplus, SAFE shall notify interested public entities, SAFEs and call box consultants/maintenance providers, through email and correspondence. If more entities respond to the offer of sale than the SAFE has equipment, then those entities offering the highest purchase price will be selected for

sale. If the sale offers are identical, then the purchaser shall be selected by random drawing. All proceeds resulting in the sale of surplus call boxes shall be retained in the Call Box Fund Balance (original source of funding to purchase the call boxes). In the event that surplus call boxes and/or related parts/equipment are found to have no resale value, the Executive Director may direct that such item be destroyed or disposed of in any manner the Executive Director may see fit.

III. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	11/92
1	Changed paragraph numbering to current standard I, II, III, etc. Deleted paragraph 10300.2. Added Disposal of Surplus Call Boxes and Related Parts/Equipment.	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: February 4, 2009

Subject: Agreement No. C09-130 with the California Highway Patrol (CHP) for CHP Call Box Liaison Support

Recommendation: Approve Agreement No. C09-130 with the CHP for Call Box Liaison support for a three-year period beginning July 1, 2009, through June 30, 2012, in an amount not-to-exceed \$11,625.00, with a one-year option extension, as specified in the Financial Impact Section below.

Background: The San Bernardino Service Authority for Freeway Emergencies (SAFE) began to forward all calls generated from the county's call box program to a private call answering center (CAC) vendor (Professional Communications' Network, or PCN) beginning on February 19, 2002. Since that time, PCN only forwards calls to the CHP that are of an emergency nature, are calls that the CHP is required to act on or are calls that CHP has specifically requested to view for their own informational purposes. Prior to July 1, 2002, the SAFE reimbursed the CHP for call taking responsibilities and the costs each year were much more expensive than when the function was transferred to the private sector. After July 1, 2002, the SAFE was only required to reimburse the CHP for the SAFE's proportional share of their CHP Call Box Liaison staff position, to coordinate statewide CHP call box issues as well as provide oversight of local CHP call taking responsibilities. The current contract with CHP for this Liaison staff position will

*Approved
Board of Directors*

Date: February 4, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

expire on June 30, 2009. The CHP Staff person that occupies this position will soon be transferred to another CHP position; therefore, it is recommend to process and execute this Agreement prior to her leaving her position. This is why SAFE Staff are bringing this Agreement to the SAFE Board for review and approval six months in advance of the current contract expiration.

Please refer to Attachment A, the three-year Agreement with a not-to-exceed amount of \$11,625.00. Note that this agreement also contains an option to extend the Agreement for one additional year, at a cost of \$4,300 for Fiscal Year (FY) 2012/2013, pending Board approval.

Financial Impact: This item has no financial impact to the current FY 2008/2009 Budget. Future obligations will be budgeted accordingly in the appropriate Fiscal Year Budget. Funding source - Department of Motor Vehicle Registration Fees, TN 70209000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee at its January 21, 2009, meeting. The Agreement has been reviewed by SAFE Counsel as to form.

Responsible Staff: Kelly Lynn, Air Quality/Mobility Program Manager

SANBAG Contract No. C09-130

by and between

San Bernardino Service Authority for Freeway Emergencies

and

California Highway Patrol

for

Call Box Liaison Support

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>CHP1</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>11,625.00</u>	Previous Amendments Total: \$ _____		Previous Amendments Contingency Total: \$ _____	
Contingency Amount: \$ _____	Current Amendment: \$ _____		Current Amendment Contingency: \$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>11,625.00</u>	
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>702</u>	<u>5577</u>	<u>DMV Fees</u>	<u>0960</u>	\$ <u>11,625</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>1/7/09</u> Contract Start: <u>7/1/09</u> Contract End: <u>6/30/12</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>0809</u> \$ <u>0</u>	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ <u>11,625</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>702</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Michelle Kirkhoff			Contract Manager: Kelly Lynn	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09130.doc

AGREEMENT BETWEEN
STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

THIS AGREEMENT is made and entered into by and between the State of California acting by and through Department of California Highway Patrol, hereinafter called CHP, and San Bernardino Service Authority for Freeway Emergencies, hereinafter called SAFE, under provisions of California Vehicle Code Sections 2421.5 and 9250.10, and the Streets and Highway Code Section 131.1 and Chapter 14 (commencing with Section 2550) to Division 3.

TERMS AND CONDITIONS:

By and in consideration of the covenants and conditions herein contained, CHP and SAFE do hereby agree as follows:

1. The term of this Agreement is July 1, 2009, through June 30, 2012.
2. The Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines," which are hereby incorporated by reference hereinafter called "GUIDELINES." As these GUIDELINES may be revised from time to time, it is understood that SAFE shall have a current copy on file for the duration of this Agreement.
 - a. That it shall not become effective until (1) SAFE has submitted to CHP a copy of the minutes, order, motion, resolution, or ordinance from SAFE approving execution of this Agreement and identifying the individual authorized to sign on behalf of SAFE, and (2) this Agreement is duly signed by both parties.
 - b. That it may be modified in writing and signed by both parties, and shall be modified by the parties to conform to any future changes to federal or state law that affects the terms of this Agreement.
 - c. Because of the time and expense early termination would entail to both parties, either party may terminate this Agreement before the expiration of its term, or any extension, upon thirty (30) days prior written notice to the other party.
 - d. Notwithstanding subparagraph 2 c. above, CHP or San Bernardino SAFE may terminate this Agreement upon thirty (30) days advance written notice should SAFE be financially unable to reimburse CHP for services rendered under this Agreement.
 - e. For services and assistance herein, SAFE agrees to reimburse CHP quarterly, in arrears and upon receipt of an itemized invoice. Upon receipt, payment shall be made to CHP as invoiced within sixty (60) days. If payment is not submitted because of a

dispute, SAFE agrees to submit the reasons for the dispute to CHP within sixty (60) days of receiving the invoice charges.

- f. That SAFE shall notify CHP in writing, no later than January 1, 2012, that SAFE wishes to extend the services and assistance rendered by CHP pursuant to this Agreement for one (1) additional year. If CHP is so notified, this Agreement shall be in effect through June 30, 2013, and the total amount payable to CHP for this additional year of service shall not exceed \$4,300.00, unless otherwise determined by CHP cost analysis to be greater.

Payment shall be made to:
Department of California Highway Patrol
Fiscal Management Section
P. O. Box 942900
Sacramento, CA 94298-2900

Invoices shall be sent to:
San Bernardino SAFE
c/o San Bernardino Associated Governments
Attention: SAFE Program Manager
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

3. The maintenance of the call box system (outside of CHP communications center), including telephone service and line costs, shall be the sole responsibility of SAFE.
4. The SAFE shall pay for its proportional share of the actual wage rate for one half (1/2) CHP SAFE Coordinator position, and SAFE's proportional share of computer equipment costs (including software), when applicable, for one half (1/2) CHP SAFE Coordinator showing personnel and computer equipment costs in annual staffing estimations. CHP shall provide to SAFE, as soon as possible each year, the calculation and back-up documentation used to determine California SAFE's proportional billing share, prior to SANBAG paying the SAFE's proportional billing share. The SAFE Coordinator position shall be used for SAFE-related business.

Each SAFE's proportional share billing "factor" shall be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within each SAFE's boundaries to the total number of motor vehicles registered in all counties who have entered into SAFE Agreements with CHP. This proportional share shall be billed over four (4) fiscal quarters.

5. Currently, the SAFE contracts with a private call answering service (PCAC) to receive the initial call box call first. Emergency nature type calls are forwarded to CHP. Call box calls

shall be handled by CHP communications centers as third level priority - after 911 (first priority) and allied agency (second priority) calls. The CHP statewide standard level of service for the handling of call box calls is as follows:

- a. Call box calls shall be handled as rapidly as possible; however, they should be handled ideally no longer than 60 seconds after the first ring at the communications center. Experience has shown that when emergency communications traffic becomes unusually heavy, call box traffic also increases. At these times, motorists may be required to wait several minutes for service.
 - b. Call box calls should be handled within a 3.5 minute (210 seconds) total call handling time. It is understood that the use of such services as the Translation Service Contractor shall increase total call handling time to levels above this standard.
 - c. CHP and SAFE agree that no CHP operator positions will be charged to SAFE during the term of this Agreement. However, should the requests from the PCAC to the CHP increase, and CHP substantiates in writing an increase to CHP workload, then this section may be changed in accordance with GUIDELINES and upon amendment to this Agreement.
6. CHP shall limit its review to the SAFE's specifications for upgrading or modifying SAFE's motorist aid call box system which includes any potential operational affect to CHP communications centers in accordance with the GUIDELINES. SAFE shall provide CHP written assurance that SAFE complies with its obligation to provide teletypewriter/telecommunication devices for the deaf. A copy of the letter shall come with a copy of the minutes, order, motion, resolution, or ordinance to CHP. CHP shall provide SAFE written confirmation that CHP complies with its obligation to have PCAC teletypewriter/telecommunication devices for the deaf calls accepted at each of the CHP Communication Centers which respond to SAFE call box calls.
7. The CHP agrees to submit an itemized invoice quarterly to SAFE which may include and shall not exceed the following charges:
- a. The SAFE Coordinator personnel costs shall be based on the actual step of the wage scale for SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP control.
 - b. Indirect costs shall be applied to monthly personnel costs in accordance with California State Administrative Manual Section 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by California Department of Finance and is subject to change each state fiscal year.
 - c. Telephone system costs (if applicable), shall be provided by the state, with a standard communication center telephone system which shall also be used to handle incoming

call box calls. Any agreed upon changes above and beyond the standard phone system design specifically requested by SAFE Program shall be funded by SAFE.

8. Call box/motorist aid system enhancements due to changing technology may require changes and/or upgrades to CHP communication center equipment. In such cases, SAFE shall be responsible for the procurement, installation, and maintenance of communication center equipment, unless otherwise agreed to. All equipment procured for CHP dispatch operation shall be designed jointly by CHP and SAFE. No equipment shall be installed in a CHP facility which does not meet all CHP operational and technical specifications.

Communication center equipment purchased by SAFE and installed at CHP for CHP use during the term of this contract shall be the property of and maintained by SAFE.

9. The total amount of this Agreement shall not exceed Eleven Thousand Six Hundred Twenty-five Dollars and Zero Cents (\$11,625.00). It is understood that SAFE funds for the program under this Agreement are being funded from Department of Motor Vehicles (DMV) registration fees pursuant to California Vehicle Code Section 9250.10. It is agreed that at any time sufficient funds from DMV Registration Fees are not available to SAFE for the full amount of the Agreement, SAFE may terminate this Agreement.

- FY 2009/2010 (7/1/09 through 6/30/10), not to exceed \$3,675.00
- FY 2010/2011 (7/1/10 through 6/30/11), not to exceed \$3,875.00
- FY 2011/2012 (7/1/11 through 6/30/12), not to exceed \$4,075.00

10. Each quarterly invoice shall include a thorough explanation and justification for any additional charges or changes of the amounts of past charges.
11. The CHP agrees to indemnify, defend and save harmless SAFE, and San Bernardino Associated Governments, its elected officials, officers, employees, agents, and volunteers from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the services provided by CHP as described in this Agreement, and from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any person, firm, or corporation who may be injured or damaged by any negligent act or omission by CHP in the performance of this Agreement. Indemnification by CHP includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of SAFE, its elected officials, officers, employees, agents, and/or volunteers for all legal expenses and costs incurred by each of them. The CHP's obligation to

indemnify shall not be restricted to insurance proceeds, if any, received by SAFE, its elected officials, officers, employees, agents, or volunteers.

The SAFE agrees to indemnify, defend and save harmless CHP, its elected officials, officers, employees, agents, and volunteers from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the services provided by CHP as described in this agreement, and from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any person, firm or corporation who may be injured or damaged by any negligent act or omission by SAFE in the services provided by CHP as described in this agreement. Indemnification by SAFE includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CHP, its elected officials, officers, employees, agents, and/or volunteers for all legal expenses and costs incurred by each of them. The SAFE's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CHP, its elected officials, officers, employees, agents, or volunteers.

12. AUDIT

San Bernardino SAFE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the services provided by CHP as described in this Agreement. San Bernardino SAFE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. San Bernardino SAFE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, San Bernardino SAFE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the services provided by CHP as described in this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

13. DISPUTES

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

14. All services under this agreement shall be coordinated by:
Department of California Highway Patrol
Communications Centers Support Section
860 Stillwater Road
West Sacramento, CA 95605
(916) 375-2700
15. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and SAFE and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.
16. Under no circumstances shall SAFE or its subcontractor(s) use the name "California Highway Patrol" or "CHP" to promote a product which is part of the call box system without the written consent of CHP.

STATE OF CALIFORNIA
Department of California Highway Patrol

SAN BERNARDINO
Service Authority for Freeway
Emergencies (SAFE)

L. A. PAOLINI
Administrative Services Officer

Gary C. Ovitt, President

Date

Date

Jean-Rene Basle, SAFE Counsel

Date

San Bernardino SAFE
c/o San Bernardino Associated Governments
Attention: SAFE Program Manager
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Authority: SAFE Minute Action

Minute Action

AGENDA ITEM: 9

Date: February 4, 2009

Subject: Award of Freeway Service Patrol (FSP) Tow Services Contracts

Recommendation:* Approve award of four contracts for FSP tow services:

1. Contract No. C09137 to Steve's Towing, for FSP Beat No. 1, for a three-year period, not-to-exceed \$514,755, as well as two one-year options, as outlined in the Financial Impact Section below;
2. Contract No. C09138 to Pepe's Tow Service, Inc., for FSP Beat No. 2, for a three-year period, not-to-exceed \$570,105, as well as two one-year options, as outlined in the Financial Impact Section below;
3. Contract No. C09139 to JLM Towing Services, Inc., for FSP Beat No. 3, for a three-year period, not-to-exceed \$547,965, as well as two one-year options, as outlined in the Financial Impact Section below; and
4. Contract No. C09140 to Steve's Towing, for FSP Beat No. 5, for a three-year period, not-to-exceed \$514,755, as well as a two one-year option, as outlined in the Financial Impact Section below.

Background: FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "Beat." FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in unsafe conditions in traffic lanes, improving traffic delay, as well as reducing fuel consumption, vehicular emissions and secondary accidents. San Bernardino began its program in January 2006 and now has eight separate Beats in operation and on average assists 3,500 motorists each month.

Approved
Board of Directors

Date: February 4, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

SANBAG receives an annual allocation from the State of California to implement FSP services, which is matched 20% with local revenues, Department of Motor Vehicle (DMV) registration fees. These funds are sufficient to operate the eight Beats during the morning and afternoon peak periods Monday through Friday, on the most congested highways in the San Bernardino Valley.

Since the current contracts for four of the initial FSP services expire on April 30, 2009, the Board approved a Request for Proposal (RFP) last October 2008 seeking proposals from qualified tow operators. The four Beats include:

1. Beat 1 – Interstate (I) 10 from the Los Angeles County Line to Haven;
2. Beat 2 – I 10 Haven to Sierra Avenue;
3. Beat 3 – I 10 Sierra Avenue to Waterman; and
4. Beat 5 – I 15 Riverside County Line to Baseline.

The RFP was posted on the agency's website, advertisements were placed in local newspapers and two RFP notifications were mailed to tow operators in the surrounding Southern California area which are on the California Highway Patrol's (CHP) rotational tow lists (which is an RFP requirement). A mandatory pre-proposal meeting was conducted which was attended by 27 persons representing 23 tow agencies. As a result, six tow operators ultimately submitted proposals in response to this RFP. The Proposers included (in alphabetical order): Bob's Tow, Hadley Tow, JLM Towing Services, Inc., Navarro's Towing, Pepe's Tow Service, Inc. and Steve's Towing.

Each Proposer ultimately submitted a separate proposal for each of the four Beats, except for JLM Towing, which submitted one proposal and that was for Beat 3. An Evaluation Team consisted of representatives from the CHP local office (Inland Communication Center), Riverside County Transportation Commission and SANBAG. After this initial review, the Evaluation Team short-listed the Proposers and conducted site visits. The Proposals were evaluated based on criteria contained in the RFP, which included:

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies and review of client references;
2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment;
3. Work Plan - depth of Proposer's understanding of requirements and overall quality of work plan, ability to recruit and retain drivers and ability to meet backup vehicle requirements;
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with other proposals received and the basis on which prices are quoted (labor, equipment, materials, gas, profit, and so on).
5. Completeness of Response in accordance with RFP instructions.

As a result of the Proposal review and on-site interviews, the Evaluation Team ranked each Proposer by Beat. The following is a summary of the Proposer ranking and their proposed hourly rate, per truck, by Beat:

Ranking	Beat 1	Beat 2	Beat 3	Beat 4
1	Steve's \$46.50	Pepe's \$51.50	JLM \$49.50	Steve's \$46.50
2	Pepe's \$51.50	Steve's \$46.50	Steve's \$46.50	Pepe's \$51.50
3	Navarro's \$50	Navarro's \$50	Pepe's \$51.50	Navarro's \$50
4	Hadley \$60	Hadley \$60	Navarro's \$50	Hadley \$60
5	Bob's \$64	Bob's \$66	Hadley \$60	Bob's \$66
6	N/A	N/A	Bob's \$67	N/A

The Proposers ranked as number 1 on each Beat, were deemed superior to the other Proposers for a variety of reasons including, experience with both FSP and law enforcement tow programs, price structure, approach to the services, references and commitment in management, staffing and resources to the program. Also considered was the Proposer's proximity to the specific Beat, as well as their ability to meet other critical requirements as outlined in the RFP.

Attached are each Contractor's pricing information (Exhibit A) and scope of services from their Proposals which will be incorporated into their Contracts (Exhibit B). Upon Board approval, the Contracts will be executed and service will begin on May 1, 2009. With Board approval, this very valuable service will continue to be provided to the motoring public without service disruption.

Financial Impact: Funds for these four Beats to have continued service beyond the current contract end dates (April 30, 2009) were included in the Fiscal Year (FY) 2008/2009 Budget. Amount required for this FY is \$119,504 and will be funded 80% State FSP funding and 20% DMV Fees (call box revenue). Future funding to reimburse the Contractors in subsequent FYs will be included in those respective Budgets.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on January 21, 2009. The four contracts have been reviewed as to form by SANBAG Legal Counsel.

Responsible Staff: Kelly Lynn, Manager of Air Quality/Mobility Programs

SANBAG Contract No. C09-137

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

STEVE'S TOWING

for

FREEWAY SERVICE PATROL FOR BEAT # 1 WITHIN SAN BERNARDINO COUNTY**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>ST3</u>	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
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Notes:

Original Contract: \$ <u>514,755</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 514,755

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
704	5553	State FSP	0896	\$ 411,804
704	5553	DMV Fees	0960	\$ 102,951
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>2/4/09</u>	Contract Start: <u>2/4/09</u>	Contract End: <u>4/30/12</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>28,644</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>486,111</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No
If yes, which Task includes budget authority? 70409000
If no, has the budget amendment been submitted? ☐ Yes ☐ No

Please mark an "X" next to all that apply:☐ Intergovernmental ☒ Private ☐ Non-Local ☒ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: Michelle KirkhoffContract Manager: Kelly Lynn

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09137.doc

EXHIBIT "A"

Compensation and Payment

Overview Contract 09137 with Steve's Towing for Beat 1
(two primary trucks and one back-up required per Beat)
Contract Term 2/4/09 through 4/30/12

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	\$14,322.00	\$28,644
2009/2010	1,757	88	1,845	\$85,792.50	\$171,585
2010/2011	1,757	88	1,845	\$85,792.50	\$171,585
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	\$71,470.50	\$142,941
Beat Total:	5,271	264	5,535	\$257,377.50	\$514,755

Ave. Annual Hrs Per Truck Per Beat 1,757
Hourly Rate for Initial Contract Term \$46.50
Hourly Rate for Option Yr. #1 \$46.50
Hourly Rate for Option Yr. #2 \$46.50

Note 2 Trucks Per Beat

SCOPE OF WORK

**BEAT 1
PRICE SUMMARY SHEET (A)**

Beat 1 – I-10 from the LA County Line to Haven

Instructions: On this form please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

TERMHOURLY RATE

Initial Term: February 4, 2009 through
April 30, 2012

\$ 46.50

(this rate must coincide with the rate identified in line
"a" on the Detailed Itemized Cost Schedule)

Option Term #1, May 1, 2012 – April 30, 2013

\$ 46.50

Option Term #2, May 1, 2013 – April 30, 2014

\$ 46.50

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. **A DETAILED itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted.** Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION - include VIN and mileage of existing vehicles. If you plan to purchase new vehicles, under the VIN and Mileage indicate "Plan to purchase new vehicles"

Year	Manufacture	Model	VIN	Mileage
<u>2009</u>	<u>ISUZU</u>	<u>NPR</u>	<u>PLAN TO PURCHASE NEW</u>	
<u>2009</u>	<u>ISUZU</u>	<u>NPR</u>	<u>PLAN TO PURCHASE NEW</u>	
<u>2009</u>	<u>ISUZU</u>	<u>NPR</u>	<u>PLAN TO PURCHASE NEW</u>	

This offer remains firm for 120 days from the date of proposal.
(Minimum 120 days)

AUTHORIZED SIGNATURE: 

DATE: 12-5-08

Steve's Towing

San Bernardino County Freeway Service Patrol Work Plan

As a former FSP service provider in the San Bernardino area, Steve's Towing is well acquainted with the rigors of the contracted service, as well as the difficulties of staffing. Steve's Towing is committed to continued employment of key personnel that has prevented the loss of valuable experience, which has been brought to the preparation of this proposal and will be useful throughout the duration of the contract should it be awarded to Steve's Towing.

We at Steve's Towing have a working knowledge and thorough understanding of the contract requirements including scope of service and equipment. For example, we comprehend the need for drivers to thoroughly inspect both the truck and all equipment prior to reporting to the beat for service. We accept that ill equipped units will be removed from service until requirements have been met and re-inspection performed. Following that, we understand the financial ramifications of having a truck removed from service, even temporarily. Also, we grasp the driver's need to be both prepared and ready to work in full uniform. We acknowledge that supervising officers will perform "on beat" inspections to insure the truck, driver and equipment meet requirements. Further, we acknowledge the requirement of maintaining the back up unit in "FSP ready" condition. Additionally, we realize that said unit must be dedicated during beat hours whether ultimately required or not. Also, we recognize the need for timely arrival of the back up unit on scene, not to exceed 45 minutes, and understand the policy of deductions at three times the hourly rate, as well as how said policy affects the contract budget for our company. Additionally, we have a complete comprehension of the service performance required of FSP drivers. To further demonstrate, we understand that drivers will continually patrol "the beat" maintaining a visible presence while searching out motorists in need of assistance. Furthermore, we are cognizant of the fact that some disablements will require only a roadside service for example tire change, but others may require a tow to a previously designated drop location if the vehicle cannot be mobilized within ten minutes. We also grant that FSP drivers will be dispatched solely via CHP and will respond accordingly. We also recognize and understand the intent behind actions prohibited of FSP drivers, including but not limited to accepting any form of gratuity, and/or providing or recommending secondary services be it towing or repair/ body work. At the same time, we acknowledge that FSP drivers must remove all FSP identifiable markings including driver uniforms and truck placards prior to responding to commercial calls, or any call outside of the scope of the FSP service contract.

We have given considerable thought to the staffing of the FSP contract. Members of our supervisory staff have experience with the FSP program, either with Steve's in the past years or from other companies before joining the Steve's organization. For example, Victor Barrera, a former FSP driver in good standing will be acting as the FSP driver supervisor. We anticipate his experience "on the beat" will provide him with a unique insight to approaching this position. Additionally, the integrity and work ethic of FSP drivers must be beyond reproach. In an effort to retain the type of drivers we feel qualified to service this contract, we have offered a "shift differential" for FSP drivers, above our standard for drivers' salaries. Moreover, we at Steve's believe in promoting from within, hence two of

Steve's Towing

the drivers for this beat are current employees, whose work ethic, integrity and longevity have already been demonstrated. We have discussed with both of these drivers the requirements for the contract and have mutually agreed upon satisfactory compensation and performance objectives. These two drivers both have numerous years towing experience; one includes FSP experience in LA County, and both are currently on rotation for CHP as well as RCSO. For these reasons, we believe these drivers are qualified, and will be approved should we be awarded the contract. Also, our back up driver, Steve Ball Jr. again is currently employed. He too has FSP experience, in his case through Steve's Towing in previous years in San Bernardino County, specifically on the I215 in Cajon Pass. We at Steve's Towing have already hired one of the drivers required to fill positions vacated by current drivers slotted to enter the FSP contract positions. Any additional required drivers will be added to our regular fleet following an evaluation of our staffing needs, as regularly performed every three months. The project supervisor will complete all required training with the drivers and will serve as an alternate back up driver as well as supervisor. Training costs and time allotments have been built into our proposal, as is standard for our company. We currently employ a mandatory 2 week training program for fleet service drivers defining job description expectations, safety procedures, paperwork and scope of service to be performed. Thus demonstrating the value we place on the benefits of proper training, and the understanding of potential for disaster without it.

We at Steve's Towing are ready to proceed; the timeframe of the contract, though intense, is not a hardship for this company. We are a fast paced environment and thrive under pressure. As previously described, staffing has been secured. Our current insurance policies meet or exceed the required contractual minimums. Our office already has in place a fully functional workstation, including desk and computer with printing capabilities and internet access, for the use of law enforcement agency personnel while at our facility. This workstation meets the requirements as described in the RFP, and will be utilized as the FSP workstation as per contract requirements. FSP personnel will have unlimited access to said workstation for the purposes of driver paperwork completion, including downloading of forms, etc.; in addition to software updates as needed. Our office employs a 24 hour dispatch center thus allowing all FSP personnel, (not only on staff drivers), unlimited access to both the workstation and garage for vehicle inspection/repair. Additionally, we have researched equipment procurement, and Mark Baatz sales manager at Tow Industries has assured us the three trucks for this beat are all currently available for sale and can be reserved for Steve's Towing. Please see attached statement from Mark Baatz. However, we have postponed taking further action in regards to procuring said equipment until such time as the contract is awarded, as we will not need additions to our fleet if we are not awarded a contract. Acquisition of these required vehicles merely awaits the final signing of paperwork as the units have all been designed, and funding has been secured through Sovereign Bank's FSP lease program. Finally, program maintenance will be co-administered by Mary Miller, the office manager and Miguel Leyva, Vice President, whom combined have over 30 years experience in the industry, and have currently been co-managing this facility for over 3 years.

In conclusion, Steve's Towing is ready to accept the challenges of an FSP contract, and is confident that the level of service provided will be beyond expectations. We look forward to participating in the program, and are anxious to assist with the benefits this contract will provide for our area.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORM

FIRM NAME: STEVE'S TOWING

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xx")

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations
(5 years minimum): 17

Years as Owner: 3 Years in Towing Business: 19

Years in CHP Rotation Tow: 3 (AS OWNER) 17 (AS OPERATOR)

Current Number of Tow Trucks Operating: 10

2. FSP Beat Operating Hours: M-F 0530-0830 & 1500-1900

3. Describe Activities Prohibited by FSP Contractors:

- ACCEPTING ANY FORM OF GRATUITY
- PERFORMING OR RECOMMENDING COMMERCIAL SERVICES, EITHER TOWING OR REPAIR/BODY WORK
- TAMPERING W/ FSP COMMUNICATION EQUIPMENT
- TOWING VEHICLES TO LOCATION OTHER THAN CHP DESIGNATED DROP
- TAKING PICTURES / VIDEO OF ACCIDENT SCENES
- LEAVING ASSIGNED BEAT W/O ADVISING CHP

4. Describe FSP Contractor Duties on a Daily Basis:

- INSPECT & STOCK TRUCK
- PATROL ASSIGNED BEAT / ASSIST MOTORISTS / REMOVE DEBRIS

- MAINTAIN CONTACT / UPDATE CHP DISP
- ENTER INFO INTO PDA
- DOWNLOAD PDA DATA TO WORKSTATION AFTER EACH SHIFT

6. How Frequently will Your Trucks be Inspected by CHP?

PRIOR TO START OF SERVICE & THEN PERIODICALLY
AS SEEN FIT PER CHP

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

- A. DRIVING RECORD & CRIMINAL HISTORY CHECK & LIVESCAN
- B. CHP ADMINISTERED PROFICIENCY TEST
- C. FSP DRIVER TRAINING

7. What Does an FSP Driver Wear?

NAVY BLUE UNIFORM SHIRT & PANTS OR COVERALLS
SAFETY VEST w/ REFLECTIVE STRIPING
STEEL TOE BOOTS
NAME TAG w/ FIRST INITIAL & LAST NAME
FSP PATCHES

8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

9. What are the FSP Insurance Requirements You Must Meet?

- GENERAL LIABILITY COVERING PREMISES & OPERATIONS w/
AT LEAST \$1,000,000 COVERAGE PER OCCURRENCE
- SANBAG AS ADDITIONALLY INSURED
- COMMERCIAL GENERAL LIABILITY w/ AT LEAST \$1,000,000 PER OCCURRENCE
- COMPREHENSIVE AUTO LIABILITY w/ AT LEAST \$1,000,000 COMBINED
COVERAGE PER INCIDENT
- WORKERS' COMPENSATION INSURANCE

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat? Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model,

current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP Beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

SEE ATTACHED

11. Who May We Contact by Phone for References?

(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives. Previous client rates need not be included.)

Client Name & Address	Contact Person	Phone #
<u>SAVAGE BMW</u> <u>1301 AUTO CNTR., ONT CA</u> <u>ACSC</u>	<u>JIM STRAHLEY</u>	<u>909-390-7888</u>
<u>5402 PHILADELPHIA, CHIND CA</u> <u>ROAD AMERICA</u>	<u>STEVE STRUTHERS</u>	<u>909-364-1507</u>
<u>7300 CORP. CNTR #601, MIAMI FL</u>	<u>RYAN JAMISON</u>	<u>603-642-5195</u>

12. Additional Information may be Attached.

Name: MIGUEL LEYVA Date: 12/5/08

Name of Assistants Completing Form: MARY MILLER

Steve's Towing

Question #8 Answer:

FSP Tow Truck Equipment includes:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds.
All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 5,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 5/16" alloy or OEM specs. J&T hook assembly.
7. Rubber face push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the Contractor's base office.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights.
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least 4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. 36 highway flares 15 minutes each or 20 highway flares 30 minutes each
34. Cones 18" (6)
35. Hydraulic jack, 2-ton, floor (1)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
39. Flashlight and spare batteries (1)
40. Tail lights/brake lights, portable remote with extension cord (1 set)
41. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
42. Funnel, multi-purpose, flexible spout (1)
43. Pop-Up Dolly, portable for removing otherwise untowable vehicles (1)

Steve's Towing

- 44. 5-gallon can with lid filled with clean absorb-all (1)
- 45. Empty trash can with lid (5 gallon) (1)
- 46. Lock out set (1)

Toolbox with the following:

- 47. Screwdrivers--
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
 - ii. Phillips head - #1 and #2 (1 each, min).
- 48. Needle nose pliers (1)
- 49. Adjustable rib joint pliers, 2" min. capacity (1)
- 50. Crescent wrench - 8" (1)
- 51. Crescent wrench - 12" (1)
- 52. 4 lb. hammer (1)
- 53. Rubber mallet (1)
- 54. Electrical tape, roll (1)
- 55. Duct tape, 20 yard roll (1)
- 56. Tire pressure gauge (1)
- 57. Mechanic's wire (roll) (1)
- 58. Bolt cutters (1)

Steve's Towing

Attachment B
San Bernardino County Freeway Service Patrol

Question #10 List of Trucks:

Answer: 3 trucks including 1 back up unit, 3 drivers including 1 as a back up driver
2009 Isuzu NPR w/ Century self loader
2009 Isuzu NPR w/ Century self loader
2009 Isuzu NPR w/ Century self loader

Steve's Towing will purchase new units for the contract. The purchase plan is for 3 units all 2009 Isuzu chassis with Century Self Loader towing apparatus with a minimum 4 ton recovery rating. Afore mentioned vehicles will be purchased from Mark Baatz @ Tow Industries, 2910 Alessandro St, Los Angeles, CA. Unit prices have been negotiated and agreed upon, and funding has been approved through Sovereign Bank. Thus, pending award of the contract, the afore mentioned vehicles are securable immediately, and will be ready for installation of FSP required equipment, ie communication equipment.

SANBAG Contract No. C09-138

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

PEPE'S TOW SERVICE, INC.

for

FREEWAY SERVICE PATROL FOR BEAT # 2 WITHIN SAN BERNARDINO COUNTY**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>PTSI</u>	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
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Notes:

Original Contract: \$ <u>570,105</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____
Contingency Amount requires specific authorization by Task Manager prior to release.	
Contract TOTAL → \$ <u>570,105</u>	

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>704</u>	<u>5553</u>	<u>State FSP</u>	<u>0896</u>	<u>\$ 456,084</u>
<u>704</u>	<u>5553</u>	<u>DMV Fees</u>	<u>0960</u>	<u>\$ 114,021</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>2/4/09</u>	Contract Start: <u>2/4/09</u>	Contract End: <u>4/30/12</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>31,724</u>	Future Fiscal Year(s) - Unbudgeted Obligation →	\$ <u>538,381</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No
If yes, which Task includes budget authority? 70409000
If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT**Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☒ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: Michelle KirkhornContract Manager: Kelly Lynn

Michelle Kirkhorn
Task Manager Signature
1/5/07
Date

Kelly Lynn
Contract Manager Signature
1/14/09
Date

Chief Financial Officer Signature _____ Date _____

Filename: C09138.doc

EXHIBIT "A"

Compensation and Payment

Overview of Contract 09138 with Pepe's Tow Service, Inc. for Beat 2
(two trucks per beat plus one back-up truck)
Contract Term 2/4/09 through 4/30/12

Hourly Costs (per truck)	# of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
FY 2008/2009 (5/1/09 through 6/30/09)	293	15	308	\$15,862.00	\$31,724
FY 2009/2010	1,757	88	1,845	\$95,017.50	\$190,035
FY 2010/2011	1,757	88	1,845	\$95,017.50	\$190,035
FY 2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	\$79,155.50	\$158,311
Beat Total:	5,271	264	5,535	\$285,052.50	\$570,105

Ave. Annual Hrs Per Truck Per Beat 1,757 Note two (2) Trucks Per Beat

Hourly Rate for Initial Contract Term \$51.50
Hourly Rate for Option Year 1 \$51.50
Hourly Rate for Option Year 2 \$51.50

SCOPE OF WORK

BEAT 2
PRICE SUMMARY SHEET (A)

Beat 2 - I-10 from Haven to Sierra

Instructions: On this form please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

TERMHOURLY RATE

Initial Term: February 4, 2009 through

April 30, 2012

\$ 51.50

*(this rate must coincide with the rate identified in line
 "a" on the Detailed Itemized Cost Schedule)*

Option Term #1, May 1, 2012 – April 30, 2013

\$ 51.50

Option Term #2, May 1, 2013 – May 30, 2014

\$ 51.50

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. **A DETAILED itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted.** Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION – include VIN and mileage of existing vehicles. If you plan to purchase new vehicles, under the VIN and Mileage indicate "Plan to purchase new vehicles"

Year Manufacture Model VIN Mileage

_____ **"PLAN TO PURCHASE NEW VEHICLES"** _____

This offer remains firm for 150 days from the date of proposal.
 (Minimum 120 days)

AUTHORIZED SIGNATURE: _____

DATE: 12/29/08

WORK PLAN

Pepe's Towing Service, Inc. has been in the towing business for almost three decades. After the founder's passing on March 17, 1992 his two sons, Jose and Manuel took over when the company incorporated.

Inosencio Navarro assisted Manuel in expanding the Inland Empire operation. As FSP contract was awarded in late 1995 with Inosencio as its manager. Mr. Navarro boasts an awesome track record with thirteen years of FSP managing skills.

FSP drivers usually come in on their own from existing and expiring beats once a contract is awarded to Pepe's. We also have FSP contracts that expire and many of those experienced drivers roll over to new beats.

Pepe's Tow customarily holds a high credit limit (around 750K) and / or a credit line (Sovereign bank, WFB, etc.) with financing literally ready for approval. Tow Truck purchase and body install is done with long time vendor Tow World.

Obviously, loyalty has its perks and Pepe's has earned a solid reputation with its merchants who are all too happy to make us shine if and when as FSP contract is awarded..

Using prior vendors assures us an extremely competitive price on tow trucks, tow bodies, equipment and all related items. Delivery schedules are constantly monitored to ensure an early inspection and approval of new equipment for beat commencement.

Jose Acosta Jr. Proudly serves as the company president from the corporate office in Los Angeles. The L.A. branch also has extensive experience running Metro FSP since October 2004 and currently running LA beats #8 and #12.

Pepe's Tow has the proper amount of experience, motivation, preparation and know how to get the job done.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORM

FIRM NAME: PEPE'S TOW SERVICE INC.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xx)"

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations
(5 years minimum):

Years as Owner: 21 Years in Towing Business: 28

Years in CHP Rotation Tow: 18

Current Number of Tow Trucks Operating: 55

2. FSP Beat Operating Hours: 5:00 AM - 9:00 AM 3:00 PM - 7:00 PM

3. Describe Activities Prohibited by FSP Contractors:

1. RECOMMEND BODY SHOP AND/OR REPAIR FACILITIES
2. ACCEPT GRATUITIES
3. PERFORM SECONDARY TOWS

4. Describe FSP Contractor Duties on a Daily Basis:

ACCURATELY FOLLOW THE STANDARD OPERATING PROCEDURES "SOP" MANUAL
SO AS TO PROMOTE A SAFE WORK ENVIRONMENT AND TO MAINTAIN A LEVEL

OF PROFESSIONALISM

5. How Frequently will Your Trucks be Inspected by CHP?

FSP TOW TRUCK INSPECTIONS WILL OCCUR PERIODICALLY AS DETERMINED
BY THE CHP

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

A. CRIMINAL BACKGROUND CHECK

B. DRIVING RECORD CHECK

C. PROFICIENCY TEST

7. What Does an FSP Driver Wear?

SPECIFIED NAVY BLUE UNIFORM OR JUMP SUIT WITH APPROVED VEST,
NAME TAG, HAT (IF WORN) AND STEEL TOE BLACK BOOTS.

8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

9. What are the FSP Insurance Requirements You Must Meet?

PLEASE SEE ATTACHED SHEET

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for
this Beat? Attach a list of trucks (to be acquired and/or currently owned)
that will be used for the FSP service. Include the year, manufacturer, model,

PLEASE SEE ATTACHED SHEET

current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP Beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

PLEASE SEE ATTACHED SHEET

11. Who May We Contact by Phone for References?

(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives. Previous client rates need not be included.)

Client Name &
Address

Contact Person

Phone #

PLEASE SEE ATTACHED SHEET

12. Additional Information may be Attached.

Name: JOSE ACOSTA

Date: 12-02-08

Name of Assistants Completing Form: _____

#8.

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 5,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 5/16" alloy or OEM specs., J&T hook assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the Contractor's base office.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be affixed for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights.
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Fusees (highway flares), 15 minute, or
Fusees (highway flares), 30 minute (36)
(20)
34. Cones 18" (6)
35. Hydraulic jack, 2-ton, floor (1)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle, hoses and fittings to fit
tire valve stems, 100 psi capacity (1)
39. Flashlight and spare batteries (1)
40. Tail lights/brake lights, portable remote
with extension cord (1 set)
41. Booster cables, 25 ft. long minimum,
3-gauge copper wire with heavy-duty clamps
and one end adapted to truck's power outlets (1 set)
42. Funnel, multi-purpose, flexible spout (1)
43. Pop-Up Dolly, portable for removing otherwise
untowable vehicles (1)
44. 5-gallon can with lid filled with clean absorb-all (1)
45. Empty trash can with lid (5 gallon) (1)
46. Lock out set (1)
47. TOOL BOX W/ SPECIFIED TOOLS (1)

9. WHAT ARE THE FSP INSURANCE REQUIREMENTS YOU MUST MEET?

3.21.2.1 Commercial General Liability Insurance. A policy of Commercial General Liability which provides limits of not less than:

- a. Per occurrence: \$1,000,000
- b. Project Specific Aggregate: \$1,000,000
- c. Products/Completed Operations: \$1,000,000
- d. Personal Injury Limit: \$1,000,000

3.21.2.2 General Liability Policy Coverage. Any general Liability policy provided by CONTRACTOR hereunder shall include the following coverage:

- a. Premises and Operations
- b. Products/Completed Operations with limits of at least one million dollars (\$1,000,000) per occurrence to be maintained for three years following acceptance of the work by SANBAG.
- c. Contractual Liability expressly including liability assumed under this Contract.
- d. Independent Contractor's Liability.

10. (2) TRUCKS PLUS (1) BACK-UP TRUCK
(2) FSP CERTIFIED DRIVERS PLUS (1) BACK-UP FSP DRIVER

TOW TRUCKS USED WILL BE PURCHASED BRAND NEW USING 2009 UD 1800'S WITH VULCAN SINGLE LINE BODIES.

FINANCING IS IMMEDIATELY AVAILABLE AS IS THE TOW TRUCK MANUFACTURER.

VENDOR INFO IS PROVIDED BELOW.

BANK INFO: SOVEREIGN BANK
3 HUNTINGTON QUADRANGLE
SUITE 101 N
MELVILLE, NY 11747-4616
(631)531-0716 C/O BILL GAROFALO

TOW TRUCK:
MANUFACTURER
TOW WORLD INC.
3305 JACK NORTHROP AVE.
HAWTHORNE, CA 90250
(310)263-1200 C/O BRAD HUBER

SANBAG Contract No. C09-139

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

JLM TOWING SERVICES, INC.

for

FREEWAY SERVICE PATROL FOR BEAT # 3 WITHIN SAN BERNARDINO COUNTY

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>JLMTI PTSI</u>	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>547,965</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 547,965

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>704</u>	<u>5553</u>	<u>State FSP</u>	<u>0896</u>	\$ <u>438,372</u>
<u>704</u>	<u>5553</u>	<u>DMV Fees</u>	<u>0960</u>	\$ <u>109,593</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>2/4/09</u>	Contract Start: <u>2/4/09</u>	Contract End: <u>4/30/12</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>30,492</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>517,473</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No
 If yes, which Task includes budget authority? 70409000
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☒ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes _____ %

Task Manager: Michelle Kirkhoff

Contract Manager: Kelly Lynn

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09139.doc

EXHIBIT "A"

Compensation and Payment

Overview Contract 09139 with JLM Towing Service, Inc for Beat 3

Contract Term 2/4/09 through 4/30/12

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	\$15,246.50	\$30,492
FY 2009/2010	1,757	88	1,845	\$91,327.50	\$182,655
FY 2010/2011	1,757	88	1,845	\$91,327.50	\$182,655
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	\$76,081.50	\$152,163
Beat Total:	5,271	264	5,535	\$273,960.00	\$547,965

Ave. Annual Hours Per Truck Per Beat 1,757
Hourly Rate for Initial Contract Term \$49.50
Hourly Rate for Option Yr. #1 \$51.50
Hourly Rate for Option Yr. #2 \$52.50

Note 2 Trucks Per Beat

SCOPE OF WORK

**BEAT 3
PRICE SUMMARY SHEET (B)**

Note: can only be completed by current San Bernardino FSP operators that currently have at least one San Bernardino FSP Beat and one certified FSP back-up truck. If a Contractor selects to complete Price Summary Sheet (B) they must be prepared for SANDBAG and the Evaluation Committee to select Price Summary Sheet A or B

Beat 3 - I-10 from Sierra to Waterman

Instructions: On this form please quote the firm-fixed rate that will be charge for each vehicle service hour for the services outline in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect cost, and profit.

<u>TERM</u>	<u>HOURLY RATE</u>
Initial Term: February 4, 2009 through April 30, 2012	<u>\$ 49.50</u>
<i>(this rate must coincide with the rate identified in line "a" on the Detailed Itemized Cost Schedule)</i>	
Option Term # 1, May 1, 2012 - April 30, 2013	<u>\$51.50</u>
Option Term # 2, March 1, 2013 - April 30, 2014	<u>\$52.25</u>

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. **A DETAILED itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted.** Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION - include VIN and mileage of existing vehicles. If you plan to purchase new vehicles, under the VIN and Mileage indicate "Plan to purchase new vehicles"

<u>Year</u>	<u>Manufacture</u>	<u>Model</u>	<u>VIN</u>	<u>Mileage</u>
2007	NISSAN	UD 18CS	JNAMC50H47AD601	22378
2007	INTERNTL	4300	1HTMMAAL37H519689	41844

JLM TOWING SERVICES, INC. will purchase a new unit for this project.

This offer remains firm for 180 days from the date of proposal.
(Minimum 120 days)

AUTHORIZED SIGNATURE: _____

DATE: 12/04/2008

I. INTRODUCTION

My name is Moises Serrano and I represent JLM TOWING SERVICES, INC, I would like to thank Miss Kelly Lynn and D units for the opportunity to participate again in this program from which some of us will have the privilege to provide service for the FSP Program.

It will be a privilege if my company is to be considered for another beat of this project, for which as a further in this documentation, I will reveal my experiences, my work plan, as well as my references. As future information will reveal in detail everything related to my activities plans, projects and experience.

II. BACKGROUND

JLM TOWING SERVICES, INC, began conducting business on July 1990, with direct service to the public. Years later we had gotten a contract with CHP, *Sheriff and with CSUSBPD (Cal State University San Bernardino Police Department). For this, we have provided quality and efficient service.(*As July 1st 2008 no longer with sheriff's)

We are a company with specific projects that we plan to develop within the next five years from which allow us to expand services and territory. As proof of this, we had opened a repair shop, in our same facility.

Considering the time we have operating, we have obtained the necessary experience to provide reliable service to our costumers and contractors.

For the last almost two years we have been providing Freeway Service Patrol for beat 7 and we are very happy and feel confident we can continue providing service.

III. RESOURCES

At JLM TOWING SERVICES, INC, we count with human, material, financial, and technical resources to keep supporting and expanding if required.

- **Human Resources**
 - Administrative and Technical Supervisor
 - Office Manager and Dispatcher
 - Three Drivers
 - Three Mechanics (all qualified technicians)
- **Material Resources**
 - Office
 - Buildings
 - Property
 - Equipment



IV. WORK PLAN

In case to be chosen, to provide service for another beat my work plan will be to follow the requirements established by SANDBAG, as we have being doing for the last two years therefore I can anticipate the following:

The availability of the tow trucks with qualified and trained drivers and myself to be the direct appoint for this project.

The willingness to always be available to take care of any unexpected issued that might arrive, including to only hire the best drivers for this program.

RESOURCES CONTINUED...

☐ **Financial Resources**

- Equipment Line of Credit From Wells Fargo
- Open Financial Offers

☐ **Technical Resources**

- Supporting Business Administration: Guzman & Associates
- Technical Support: GH Enterprises, NAPA Truck Systems
- Vendors and Suppliers (NAPA, Star Auto Parts, Auto Zone Commercial, Rush Truck Center, Toms Trucks, West Trucks, Hydraulic Shop, Inc., Western State Equipment.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORM

FIRM NAME: JLM TOWING SERVICES, INC.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xxl)

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations
(5 years minimum):

Years as Owner: 17 Years in Towing Business: 17

Years in CHP Rotation Tow: 5

Current Number of Tow Trucks Operating: 6

2. FSP Beat Operating Hours: 5:30 AM – 8:30 AM Mon –Friday

3:00 PM – 7:00 PM Mon-Friday

3. Describe Activities Prohibited by FSP Contractors:

FSP contractors vehicles operators are not allowed to accept gratitude, perform secondary, towing services, recommend secondary tows, or recommend repair/body shocks. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during a shift unless called as a rotation tow by CHP. Operators are prohibited from disobeying CHP on scene or at the call center at any time.

4. Describe FSP Contractor Duties on a Daily Basis:

FSP contractors shall insure that his operators complete the daily inspection reports prior to each shift, and maintain the equipment properly to ensure it exceeds safety requirements. The main objective is to assist stranded motorist including: debris. Operators will continuously patrol their designing beat assignments and respond to CHP designed drop locations. They are to provide motorist with one (1) gallon of temporary tape cooling system hoses. They must at all times comply with all CHP operating procedures for the FSP program.

5. How Frequently will Your Trucks be Inspected by CHP?

The FSP designated trucks will be inspected with a back- up unit by CHP prior to the commencement of the service and inspected periodically as determined by CHP thereafter.

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

A. CHP two day training course and exam.

B. . Mandatory alcohol and drug testing, physical (company policy)

C. PC234 background check by CHP and the DOJ fingerprinting check by the SBSD.

7. What Does an FSP Driver Wear?

FSP operator shall be fully uninformed including a navy blue jumpsuit or shirts and pants, with a safety vest with reflective white stripes. The vest shall be orange or lime green in color. The navy blue uniforms shall be as follows: the cover-alls or shirts sleeve shall be half raglan type or set in sleeve with pleated action back; long sleeves may have barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on the short sleeve shirts/ coveralls shall come within 1" of the inside forearm, when arm is bent at a 90 degree angle. Proper name tags with the first initial in full last name shall either be sewn above the right chest pocket or on a detachable metal name plate. The safety vest shall have all proper FSP logos sewn on the front left pocket and the larger logo shall be sewn on the middle portion of the back. All operators shall also wear duty boots, black in color with protective steel tow.

8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

9. What are the FSP Insurance Requirements You Must Meet?

1. Commercial General Liability

(A) Per occurrence	\$1,000,000
(B) Project Specific Aggregate	\$1,000,000
(C) Personal Injury Limits	\$1,000,000

2. General Liability Policy Coverage

- (A) Premises and Operations
- (B) Products/ Completed Operations with limits of \$1,000,000
- (C) Contractual Liability expressly including liability assumed under this contract
- (D) Independent contractors liability.

3. Comprehensive Automobile Liability

4. Workers Compensation and Employer's Liability

Each tow truck shall be equipped, as a minimum, with the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 5,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 5/16" alloy or OEM specs., J&T hook assembly.
7. Rubber face push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the Contractor's base office.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights.
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least 4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Fusees (highway flares), 15 minute, or (36)
34. Fusees (highway flares), 30 minute (20)
35. Cones 18" (6)
36. Hydraulic jack, 2-ton, floor (1)
37. Four way lug wrench (1 std.) (1)
38. Four way lug wrench (1 metric) (1)
39. Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
- Flashlight and spare batteries (1)

- | | | |
|-----|--|---------|
| 40. | Tail lights/brake lights, portable remote with extension cord | (1 set) |
| 41. | Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets | (1 set) |
| 42. | Funnel, multi-purpose, flexible spout | (1) |
| 43. | Pop-Up Dolly, portable for removing otherwise untowable vehicles | (1) |
| 44. | 5-gallon can with lid filled with clean absorb all | (1) |
| 45. | Empty trash can with lid (5 gallon) | (1) |
| 46. | Lock out set | (1) |

Each Freeway Service Patrol truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the Contractor's option and expense.

- | | | |
|-----|---|----------------|
| 47. | Screwdrivers | |
| | i. Standard-1/8", 3/16", 1/4", 5/16" | (1 each, min). |
| | ii. Phillips head - #1 and #2 | (1 each, min). |
| 48. | Needle nose pliers | (1) |
| 49. | Adjustable rib joint pliers, 2" min. capacity | (1) |
| 50. | Crescent wrench - 8" | (1) |
| 51. | Crescent wrench - 12" | (1) |
| 52. | 4 lb. hammer | (1) |
| 53. | Rubber mallet | (1) |
| 54. | Electrical tape, roll | (1) |
| 55. | Duct tape, 20 yard roll | (1) |
| 56. | Tire pressure gauge | (1) |
| 57. | Mechanic's wire (roll) | (1) |
| 58. | Bolt cutters | (1) |

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat? Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model, current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

<u>Year</u>	<u>Manufacture</u>	<u>Model</u>	<u>VIN</u>	<u>Mileage</u>
07	Nissan	UD1800CS	INAMC50H478D60135	22,378
07	Inter	4300	IHTMMAAL37H519689	41,844

JLM will purchase one more unit for this project.

SANBAG Contract No. C09-140

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

STEVE'S TOWING

for

FREEWAY SERVICE PATROL FOR BEAT # 5 WITHIN SAN BERNARDINO COUNTY**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>ST3</u>	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>514,755</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 514,755

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
704	5553	State FSP	0896	\$ 411,804
704	5553	DMV Fees	0960	\$ 102,951
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>2/4/09</u>	Contract Start: <u>2/4/09</u>	Contract End: <u>4/30/12</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>28,644</u>	Future Fiscal Year(s) - Unbudgeted Obligation →	\$ <u>486,111</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 70409000If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☒ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: Michelle KirthoffContract Manager: Kelly Lynn

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09140.doc

EXHIBIT "A"

Compensation and Payment

Overview Contract 09140 with Steve's Towing for Beat 5
(Two primary trucks and one back-up for each Beat)
Contract Term 2/4/09 through 4/30/12

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	\$14,322.00	\$28,644
2009/2010	1,757	88	1,845	\$85,792.50	\$171,585
2010/2011	1,757	88	1,845	\$85,792.50	\$171,585
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	\$71,470.50	\$142,941
Beat Total:	5,271	264	5,535	\$257,377.50	\$514,755

Ave. Annual Hrs Per Truck Per Beat 1,757
Hrly Rate for Initial Contract Term \$46.50
Hourly Rate for Option Yr. #1 \$46.50
Hourly Rate for Option Yr. #2 \$46.50

Note 2 Trucks Per Beat

SCOPE OF WORK

**BEAT 5
PRICE SUMMARY SHEET (A)**

Beat 5 – I-15 from the Riverside County Line to Baseline

Instructions: On this form please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

TERMHOURLY RATE

Initial Term: February 4, 2009 through
April 30, 2012

\$ 46.50

(this rate must coincide with the rate identified in line
"a" on the Detailed Itemized Cost Schedule)

Option Term #1, May 1, 2012 – April 30, 2013

\$ 46.50

Option Term #2, May 1, 2013 – April 30, 2014

\$ 46.50

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. **A DETAILED itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted.** Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION– include VIN and mileage of existing vehicles. If you plan to purchase new vehicles, under the VIN and Mileage indicate "Plan to purchase new vehicles"

Year	Manufacture	Model	VIN	Mileage
2009	ISUZU	NPR	PLAN TO PURCHASE NEW	
2009	ISUZU	NPR	PLAN TO PURCHASE NEW	
2009	ISUZU	NPR	PLAN TO PURCHASE NEW	

This offer remains firm for 120 days from the date of proposal.
(Minimum 120 days)

AUTHORIZED SIGNATURE: _____

DATE: 12-5-08

Steve's Towing

San Bernardino County Freeway Service Patrol Work Plan

As a former FSP service provider in the San Bernardino area, Steve's Towing is well acquainted with the rigors of the contracted service, as well as the difficulties of staffing. Steve's Towing is committed to continued employment of key personnel that has prevented the loss of valuable experience, which has been brought to the preparation of this proposal and will be useful throughout the duration of the contract should it be awarded to Steve's Towing.

We at Steve's Towing have a working knowledge and thorough understanding of the contract requirements including scope of service and equipment. For example, we comprehend the need for drivers to thoroughly inspect both the truck and all equipment prior to reporting to the beat for service. We accept that ill equipped units will be removed from service until requirements have been met and re-inspection performed. Following that, we understand the financial ramifications of having a truck removed from service, even temporarily. Also, we grasp the driver's need to be both prepared and ready to work in full uniform. We acknowledge that supervising officers will perform "on beat" inspections to insure the truck, driver and equipment meet requirements. Further, we acknowledge the requirement of maintaining the back up unit in "FSP ready" condition. Additionally, we realize that said unit must be dedicated during beat hours whether ultimately required or not. Also, we recognize the need for timely arrival of the back up unit on scene, not to exceed 45 minutes, and understand the policy of deductions at three times the hourly rate, as well as how said policy affects the contract budget for our company. Additionally, we have a complete comprehension of the service performance required of FSP drivers. To further demonstrate, we understand that drivers will continually patrol "the beat" maintaining a visible presence while searching out motorists in need of assistance. Furthermore, we are cognizant of the fact that some disablements will require only a roadside service for example tire change, but others may require a tow to a previously designated drop location if the vehicle cannot be mobilized within ten minutes. We also grant that FSP drivers will be dispatched solely via CHP and will respond accordingly. We also recognize and understand the intent behind actions prohibited of FSP drivers, including but not limited to accepting any form of gratuity, and/or providing or recommending secondary services be it towing or repair/ body work. At the same time, we acknowledge that FSP drivers must remove all FSP identifiable markings including driver uniforms and truck placards prior to responding to commercial calls, or any call outside of the scope of the FSP service contract.

We have given considerable thought to the staffing of the FSP contract. Members of our supervisory staff have experience with the FSP program, either with Steve's in the past years or from other companies before joining the Steve's organization. For example, Victor Barrera, a former FSP driver in good standing will be acting as the FSP driver supervisor. We anticipate his experience "on the beat" will provide him with a unique insight to approaching this position. Additionally, the integrity and work ethic of FSP drivers must be beyond reproach. In an effort to retain the type of drivers we feel qualified to service this contract, we have offered a "shift differential" for FSP drivers, above our standard for drivers' salaries. Moreover, we at Steve's believe in promoting from within, hence two of

Steve's Towing

the drivers for this beat are current employees, whose work ethic, integrity and longevity have already been demonstrated. We have discussed with both of these drivers the requirements for the contract and have mutually agreed upon satisfactory compensation and performance objectives. These two drivers both have numerous years towing experience; one includes FSP experience in LA County, and both are currently on rotation for CHP as well as RCSO. For these reasons, we believe these drivers are qualified, and will be approved should we be awarded the contract. Also, our back up driver, Steve Ball Jr. again is currently employed. He too has FSP experience, in his case through Steve's Towing in previous years in San Bernardino County, specifically on the I215 in Cajon Pass. We at Steve's Towing have already hired one of the drivers required to fill positions vacated by current drivers slotted to enter the FSP contract positions. Any additional required drivers will be added to our regular fleet following an evaluation of our staffing needs, as regularly performed every three months. The project supervisor will complete all required training with the drivers and will serve as an alternate back up driver as well as supervisor. Training costs and time allotments have been built into our proposal, as is standard for our company. We currently employ a mandatory 2 week training program for fleet service drivers defining job description expectations, safety procedures, paperwork and scope of service to be performed. Thus demonstrating the value we place on the benefits of proper training, and the understanding of potential for disaster without it.

We at Steve's Towing are ready to proceed; the timeframe of the contract, though intense, is not a hardship for this company. We are a fast paced environment and thrive under pressure. As previously described, staffing has been secured. Our current insurance policies meet or exceed the required contractual minimums. Our office already has in place a fully functional workstation, including desk and computer with printing capabilities and internet access, for the use of law enforcement agency personnel while at our facility. This workstation meets the requirements as described in the RFP, and will be utilized as the FSP workstation as per contract requirements. FSP personnel will have unlimited access to said workstation for the purposes of driver paperwork completion, including downloading of forms, etc.; in addition to software updates as needed. Our office employs a 24 hour dispatch center thus allowing all FSP personnel, (not only on staff drivers), unlimited access to both the workstation and garage for vehicle inspection/repair. Additionally, we have researched equipment procurement, and Mark Baatz sales manager at Tow Industries has assured us the three trucks for this beat are all currently available for sale and can be reserved for Steve's Towing. Please see attached statement from Mark Baatz. However, we have postponed taking further action in regards to procuring said equipment until such time as the contract is awarded, as we will not need additions to our fleet if we are not awarded a contract. Acquisition of these required vehicles merely awaits the final signing of paperwork as the units have all been designed, and funding has been secured through Sovereign Bank's FSP lease program. Finally, program maintenance will be co-administered by Mary Miller, the office manager and Miguel Leyva, Vice President, whom combined have over 30 years experience in the industry, and have currently been co-managing this facility for over 3 years.

In conclusion, Steve's Towing is ready to accept the challenges of an FSP contract, and is confident that the level of service provided will be beyond expectations. We look forward to participating in the program, and are anxious to assist with the benefits this contract will provide for our area.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORM

FIRM NAME: STEVE'S TOWING

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xx")

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations
(5 years minimum): 17

Years as Owner: 3 Years in Towing Business: 19

Years in CHP Rotation Tow: 3 (AS OWNER) 17 (AS OPERATOR)

Current Number of Tow Trucks Operating: 10

2. FSP Beat Operating Hours: M-F 0530-0830 & 1500-1900

3. Describe Activities Prohibited by FSP Contractors:

- ACCEPTING ANY FORM OF GRATUITY
- PERFORMING OR RECOMMENDING COMMERCIAL SERVICES, EITHER TOWING OR REPAIR/BODY WORK
- TAMPERING W/ FSP COMMUNICATION EQUIPMENT
- TOWING VEHICLES TO LOCATION OTHER THAN CHP DESIGNATED DROP
- TAKING PICTURES / VIDEO OF ACCIDENT SCENES
- LEAVING ASSIGNED BEAT W/O ADVISING CHP

4. Describe FSP Contractor Duties on a Daily Basis:

- INSPECT & STOCK TRUCK
- PATROL ASSIGNED BEAT / ASSIST MOTORISTS / REMOVE DEBRIS

- MAINTAIN CONTACT / UPDATE CHP DISP
- ENTER INFO INTO PDA
- DOWNLOAD PDA DATA TO WORKSTATION AFTER EACH SHIFT

6. How Frequently will Your Trucks be Inspected by CHP?

PRIOR TO START OF SERVICE & THEN PERIODICALLY
AS SEEN FIT PER CHP

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

- A. DRIVING RECORD & CRIMINAL HISTORY CHECK & LIVESCAN
- B. CHP ADMINISTERED PROFICIENCY TEST
- C. FSP DRIVER TRAINING

7. What Does an FSP Driver Wear?

NAVY BLUE UNIFORM SHIRT & PANTS OR COVERALLS
SAFETY VEST W/ REFLECTIVE STRIPING
STEEL TOE BOOTS
NAME TAG W/ FIRST INITIAL & LAST NAME
FSP PATCHES

8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

9. What are the FSP Insurance Requirements You Must Meet?

- GENERAL LIABILITY COVERING PREMISES & OPERATIONS W/
AT LEAST \$1,000,000 COVERAGE PER OCCURRENCE
- SANBAG AS ADDITIONALLY INSURED
- COMMERCIAL GENERAL LIABILITY W/ AT LEAST \$1,000,000 PER OCCURRENCE
- COMPREHENSIVE AUTO LIABILITY W/ AT LEAST \$1,000,000 COMBINED
COVERAGE PER INCIDENT
- WORKERS' COMPENSATION INSURANCE

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat? Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model,

current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP Beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

SEE ATTACHED

11. Who May We Contact by Phone for References?

(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives. Previous client rates need not be included.)

Client Name & Address	Contact Person	Phone #
SAVAGE BMW 1301 AUTO CNTR, ONT CA ACSC	JIM STRAHLEY	909-390-7888
5402 PHILADELPHIA, CHINO CA ROAD AMERICA	STEVE STRUTHERS	909-364-1507
7300 CORP. CNTR #601, MIAMI FL	RYAN JAMISON	603-642-5195

12. Additional Information may be Attached.

Name: MIGUEL LEYVA Date: 12/5/08

Name of Assistants Completing Form: MARY MILLER

Steve's Towing

Question #8 answer:

FSP Tow Truck Equipment includes:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds.
All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 5,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 5/16" alloy or OEM specs. J&T hook assembly.
7. Rubber face push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the Contractor's base office.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights.
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least 4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. 36 highway flares 15 minutes each or 20 highway flares 30 minutes each
34. Cones 18" (6)
35. Hydraulic jack, 2-ton, floor (1)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
39. Flashlight and spare batteries (1)
40. Tail lights/brake lights, portable remote with extension cord (1 set)
41. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
42. Funnel, multi-purpose, flexible spout (1)
43. Pop-Up Dolly, portable for removing otherwise untowable vehicles (1)

Steve's Towing

- 44. 5-gallon can with lid filled with clean absorb-all (1)
- 45. Empty trash can with lid (5 gallon) (1)
- 46. Lock out set (1)

Toolbox with the following:

- 47. Screwdrivers--
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
 - ii. Phillips head - #1 and #2 (1 each, min).
- 48. Needle nose pliers (1)
- 49. Adjustable rib joint pliers, 2" min. capacity (1)
- 50. Crescent wrench - 8" (1)
- 51. Crescent wrench - 12" (1)
- 52. 4 lb. hammer (1)
- 53. Rubber mallet (1)
- 54. Electrical tape, roll (1)
- 55. Duct tape, 20 yard roll (1)
- 56. Tire pressure gauge (1)
- 57. Mechanic's wire (roll) (1)
- 58. Bolt cutters (1)

Steve's Towing

Attachment B

San Bernardino County Freeway Service Patrol

Question #10 List of Trucks:

Answer: 3 trucks including 1 back up unit, 3 drivers including 1 as a back up driver
2009 Isuzu NPR w/ Century self loader
2009 Isuzu NPR w/ Century self loader
2009 Isuzu NPR w/ Century self loader

Steve's Towing will purchase new units for the contract. The purchase plan is for 3 units all 2009 Isuzu chassis with Century Self Loader towing apparatus with a minimum 4 ton recovery rating. Afore mentioned vehicles will be purchased from Mark Baatz @ Tow Industries, 2910 Alessandro St, Los Angeles, CA. Unit prices have been negotiated and agreed upon, and funding has been approved through Sovereign Bank. Thus, pending award of the contract, the afore mentioned vehicles are securable immediately, and will be ready for installation of FSP required equipment, ie communication equipment.

Minute Action

AGENDA ITEM: 10

Date: February 4, 2009

Subject: Advance Expenditure Process for the Strategic Plan

Recommendation:* Approve Nexus Study project expenditures incurred after April 5, 2006 as eligible for reimbursement under the Advance Expenditure process proposed in the Measure I 2010-2040 Strategic Plan.

Background: The Project Advancement process, approved by the SANBAG Board in December 2005, allows SANBAG to reimburse jurisdictions with future Measure I 2010-2040 funds for advanced construction of Nexus Study interchange, arterial, and grade separation projects under the terms of a Project Advancement Agreement. The model interagency Project Advancement Agreement was approved by the Board on April 5, 2006, and policies governing the reimbursement process were approved by the Board in September 2008. These policies have been incorporated into the draft Strategic Plan.

The Project Advancement process covers projects that are able to begin construction by January 2009. SANBAG staff has developed draft policies for an Advance Expenditure process that will allow reimbursement for local jurisdiction advancement of Nexus Study projects for which construction begins after January 2009. However the Advance Expenditure policies will not be in force until the Board adopts the Measure I 2010-2040 Strategic Plan. That adoption is currently scheduled for April 1, 2009.

Concern has been expressed that there will be a gap in SANBAG's commitment to the funding of advanced interchange and grade separation projects. This is because jurisdictions cannot enter into Project Advancement Agreements (PAAs) if their projects do not begin construction by January 2009, but there is currently

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Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

no adopted Advance Expenditure process that assures jurisdictions of the ability to capture expenditures that are being incurred on projects that do not meet the PAA construction deadline.

The purpose of this agenda item is to confirm SANBAG's commitment to reimburse expenditures on eligible Nexus Study projects under the proposed Advance Expenditure process if the expenditures were incurred after April 5, 2006, the same date as is being used in policies for the Project Advancement process. If endorsed by the Board, this will be reflected in the Strategic Plan policies for the Advance Expenditure process. It is the intent to allow for the execution of Advance Expenditure Agreements very shortly after the adoption of the Measure I 2010-2040 Strategic Plan.

Financial Impact: This item has no impact on the approved Fiscal Year 2008-2009 Budget. However, it could increase SANBAG's obligation for reimbursement for the Valley Freeway Interchange and Major Street Programs for Measure I 2010-2040, compared with choosing a later date for reimbursement eligibility.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on January 21, 2009.

Responsible Staff: Steve Smith, Chief of Planning
Ty Schuiling, Director of Planning and Programming

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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Minute Action

AGENDA ITEM: 11

Date: February 4, 2009

Subject: Federal and State Legislative Update

Recommendation:* Receive report on Federal and State legislative matters.

Background: *Federal Legislative Update*

The 111th Congress reconvened on Tuesday, January 6, 2009. The new Congress will be working on issues that include the economic recovery bill and will hold confirmation hearings for President-Elect Obama's Cabinet.

On Wednesday, January 7, 2009, the House Democratic Steering and Policy Committee held a hearing, in which only Democrats participated, on the need for economic stimulus legislation. This is a non-legislative committee which holds few hearings, but does not mark up legislation. The intent of this meeting was to consider the state of the economy and the need for a comprehensive jobs and economic recovery package. At time of print of this agenda item, the outcome of this meeting was unknown.

Also, President Obama continues to work with leadership in the House and Senate to develop an economic recovery package, but actual bill language for an economic stimulus/recovery plan has yet to be released.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The Senate and House Majority Leaders, Senator Harry Reid (D-NV) and Rep. Steny Hoyer (R-MD), released statements to minimize the expectation that a economic recovery bill would be signed into law on Inauguration Day, January 20, 2009. At this time, the new projected timeline for a stimulus bill is mid-February, however, that too is being said to be a very optimistic deadline.

With regard to transportation, the most detailed information for a stimulus bill comes from draft plans outlined in mid-December by the House Transportation and Infrastructure Committee, which called for \$85 billion in infrastructure investment including: \$30.25 billion for highways and bridges; \$12 billion for transit; and \$5 billion for rail. A key message coming from the Committee is that the stimulus bill will not include project earmarks, but rather distribute money quickly through existing formal programs.

Lastly, it is anticipated that the House and Senate will also resume discussions to attempt to pass the remaining nine Fiscal Year (FY) 2009 appropriation bills. Committee and subcommittee assignments will take place over the coming weeks.

State Legislative

Governor Schwarzenegger called a Special Extraordinary Session in December for the new Legislature to resolve the budget shortfall for Fiscal Year (FY) 2008-09. However, the budget submitted to the Governor for adoption has been vetoed, which puts in question the cash advances for Proposition 1B projects. In Schwarzenegger's veto message to Senate Pro Tempore Darrell Steinberg and Assembly Speaker Karen Bass, he stated the reason for vetoing the Legislatures FY 2008-09 budget proposal was because it failed to resolve the \$42 billion budget shortfall and did not provide as many cuts as his own proposed budget for FY 2009-10, which was unveiled the first week of January.

The Governor's proposed budget for FY 2009-10 includes key provisions he desired for inclusion in the interim FY 2008-09 budget. While the Governor's proposed 18-month budget fully funds Proposition 42, it proposes to eliminate State Transit Assistance Funds (STA), which provides funding for transit operations. The elimination of STA will have negative impacts on SANBAG's transportation program.

Over the next four years, more than \$33 million in STA has been anticipated by the seven transit systems serving San Bernardino County. STA is, in many cases, the only source of capital funds available to our smaller rural transit agencies that are already spending all of their Local Transportation Funds (LTF) to support transit.

In addition to the state's budget woes, the Governor's Administration has also been engaged in discussion regarding potential stimulus legislation. The discussions are predominately focused on how to distribute stimulus funds from the federal government throughout the State of California. SANBAG staff has been actively engaged in receiving information from our local jurisdictions concerning types of projects that could benefit from stimulus funds and we have been present for discussions concerning the need for an expeditious, yet equitable, need for funding to be distributed from the state to cities and counties. It is suspected that there might be a need for the state to adopt enabling legislation to address the state distribution of federal stimulus funds; however, such legislation will not be able to be drafted until a federal stimulus bill is in print.

Financial Impact: Funding for SANBAG's legislative program is consistent with the adopted SANBAG Budget Task No. 50309000.

Reviewed By: This item was reviewed by the Administrative Committee on January 14, 2009.

Responsible Staff: Jennifer Franco, Director Intergovernmental and Legislative Affairs

Minute Action

AGENDA ITEM: 12

Date: February 4, 2009

Subject: Summary Report of the SANBAG Board Retreat

Recommendation:* Receive the summary report prepared by the facilitator of the SANBAG Board retreat held September 30, 2008. (See Separate Attachment)

Background: On September 30, 2008, the SANBAG Board of Directors held a retreat to discuss the priorities for SANBAG. This report, prepared by Steve PonTell, the retreat facilitator, is a summary of the items discussed at the retreat.

One of the accomplishments of the retreat was the Board identifying four priorities for SANBAG. The four priorities were:

1. Unified Advocacy Plan
2. Economic Development Plan
3. Housing/Financial Crisis Response
4. Vision

Work efforts surrounding these four priority areas will be ongoing but some steps are already happening.

In relation to the Unified Advocacy Plan, staff has assembled a master list of all

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Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

the legislative advocates representing SANBAG agencies, and we are formulating how best to work to further the agendas of SANBAG and our region. In relation to the Housing/Financial Crisis response, SANBAG has approved funds for a consultant to assist in coordinating regional response efforts and also assist with proposed public/private partnerships for the housing crisis. SANBAG staff is deeply involved with regional and state wide efforts to help shape the national economic stimulus package being proposed. SANBAG is also sponsoring and coordinating the City/County Conference which will have a theme focused on housing this year. This conference will bring together all of the policy makers from throughout the county to have focused discussions on the housing crisis and how the region as a whole is responding.

These priorities identify strategic directions for SANBAG that the staff and the Board will continue to work on in the coming months. No specific action is requested for this report which is presented for your information.

Financial Impact: This report itself has no financial impact. Any impacts associated by initiatives aligned with these priorities will be considered separately as those initiatives are brought to the Board.

Reviewed By: This item was reviewed by the Administrative Committee on January 14 2009.

Responsible Staff: Duane A. Baker, Director of Management Services

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 13

- Date:** February 4, 2009
- Subject:** Construction Cooperative Agreement No. C09116 with Caltrans for the combined Connectors Project on SR-210 Segment 11 and Interstate 215 Segment 5 Project
- Recommendation:*** Approve Construction Cooperative Agreement No. C09116 with Caltrans for the combined Connectors Project on SR-210 Segment 11 and I-215 Segment 5 Project.
- Background:** **This is a new cooperative agreement.** Caltrans is acting as the lead agency for the purposes of construction of Segment 5 of Interstate 215 from north of 16th Street to SR-210 through the City of San Bernardino and the new connectors from SR 210 to I-215, the final phase of the SR 210 Segment 11 project. These two projects are being administered as one construction project. The construction project is environmentally cleared through both the Federal Highway Administration and Caltrans. The final Plans, Specifications, and Estimates package is nearing 100% completion and is expected to be advertised in mid 2009. Construction of the project is fully funded from State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds and State's Corridor Mobility Improvement Account (CMIA) funds.
- This cooperative agreement which is generally an administrative document in nature and is Caltrans "boilerplate" for construction projects, assigns SANBAG and Caltrans roles and responsibilities for construction management and administration of this construction project. In addition, the agreement includes the funding sources for the project. There is one substantial difference between this Agreement and many past construction agreements where Caltrans served as lead agency and that is that SANBAG will play a stronger financial management role

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Approved
Board of Directors

Date: February 4, 2009

Moved: Second:

In Favor: Opposed: Abstained:

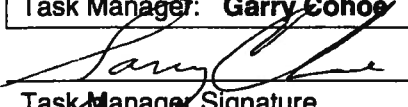
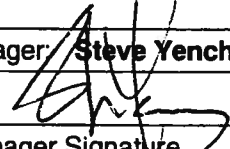

Witnessed: _____

than in the past. This agreement requires Caltrans to provide detailed monthly accounting of both construction and construction support costs and involves SANBAG in the financial management decisions related to the various sources of funds on the project. Generally, the agreement recognizes that Caltrans will perform all aspects of Advertising, Awarding, and Administering (AAA) of a construction contract for Interstate 215 Segment 5 and the Connectors project for the SR 210/I-215 interchange. Caltrans is responsible for providing various construction support services including construction management, construction surveying and staking, inspection, and materials testing.

- Financial Impact:*** This item is consistent with the current Fiscal Year 2008/2009 budget. Construction funds will be considered as part of the budget in future fiscal years. TN 838.
- Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 15, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.
- Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09116
by and between
San Bernardino County Transportation Authority
and
California Department of Transportation
for

Construction Cooperative Agreement for I-215 Segment 5 and SR 210 Connectors

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>8-1422</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: This is a construction cooperative agreement with Caltrans specifying roles and responsibilities				
Original Contract: \$ _____ Contingency Amount: \$ _____	Previous Amendments Total: \$ _____ Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency: \$ _____			
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ 0
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>2/4/09</u> Contract Start: <u>2/4/09</u> Contract End: <u>12/31/15</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) - Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>838</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <u>Garry Coho</u>		Contract Manager: <u>Steve Yench</u>		
 Task Manager Signature		 Contract Manager Signature		
<u>12/29/08</u> Date		<u>30 Dec 08</u> Date		
 Chief Financial Officer Signature		<u>1/5/09</u> Date		

08-SBd-215-KP 14.2/16.3 (PM 8.8/10.1)
Segment 5 HOV and Operational Improvements
from N/O 16th Street to SR-210 through
San Bernardino in San Bernardino County and
08-SBd-215-KP 14.4/18.6 and SR-210-KP
R34.8/R35.4 Segment 11 Construct State
Highway Facilities
EA 007191, 444071 and 4440U1
District Agreement No. 8-1422

CONSTRUCTION COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
corporation of the State of California, referred to
herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within AUTHORITY's jurisdiction.
2. STATE and AUTHORITY intend to construct High Occupancy Vehicle (HOV) and Operational Improvements and Modify/Replace Interchanges on Interstate 215 (I-215) from N/O 16th Street to State Route 210 (SR-210) Segment 5 and Construct State Highway Facilities west of Macy Street to "H" Street on SR-210 and South of Muscupiabe Drive to University Parkway on I-215 Segment 11, referred to herein as "PROJECT."
3. AUTHORITY is willing to be responsible for funding one hundred percent (100%) of the PROJECT construction capital and support costs which will be funded from STATE's Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funding source in the amount of \$57,967,000, STATE's Corridor Mobility Improvement Account (CMIA) funding source in the amount of \$81,000,000, and Local funding source (Measure I) for Advertise and Award of contract in the amount of \$100,000 as shown on Exhibit A attached and, by this reference, made a part of this Agreement.

4. STATE will advertise, award, and administer the PROJECT construction contract utilizing STATE and consultant personnel to provide a Resident Engineer (and a bridge representative when necessary) and such other construction related engineering, inspection and testing as may be required for satisfactory completion of PROJECT, which construction support activities are referred to herein as "SERVICES."
5. Project Approval and Environmental Document (PA&ED), Plans, Specifications and Estimates (PS&E) and right of way activities for PROJECT were covered in separate Cooperative Agreements executed by STATE and AUTHORITY.
6. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
7. The parties now define herein below the terms and conditions under which PROJECT is to be owned, constructed, financed, operated, and maintained.

SECTION I

STATE AGREES:

1. To provide SERVICES as a PROJECT expense.
2. To complete all work for SERVICES as a PROJECT cost using STATE's STIP/RIP, CMIA and Local funding sources. Said SERVICES cost shall include costs of providing personnel resources and their equipment and all direct and indirect costs (functional and administrative overhead assessment) attributable to SERVICES applied in accordance with STATE's standard accounting practices and procedures. Total combined PROJECT Capital and SERVICES cost is \$139,025,000 as shown on Exhibit A. The actual cost of PROJECT SERVICES shall be determined only after completion of all work, the closure of all claims, and upon final accounting of all costs for PROJECT. AUTHORITY shall be responsible for additional cost increases for PROJECT. Expenditures shall be based on yearly updates of Indirect Cost Rate Proposal (ICRP) rates.
3. To submit to AUTHORITY monthly billing statements at the end of each month for AUTHORITY's share of the actual cost of STATE's Awarding and Advertising portion of SERVICES for Project. The estimated cost for Awarding and Advertising the contract is \$58,000.00, to be paid from Local, Measure I, funding source. STATE shall continue monthly billing until STATE's actual total cost for Awarding and Advertising has been recovered.
4. STATE agrees that any PROJECT expenditures from the STIP/RIP funding source, over the engineers estimate including, if applicable, G12 funding must be AUTHORITY Board approved. STATE shall notify AUTHORITY in a reasonable

time prior to the depletion of available funds to allow AUTHORITY to allocate additional funds so as not to delay PROJECT.

5. To administer CMIA and STIP/RIP funds (collectively "FUNDS") on behalf of AUTHORITY and to process all State allocations and/or State application of FUNDS on behalf of AUTHORITY as applicable under Federal and State law, pursuant to Article 2 of Section II, of this Agreement.
6. To have PROJECT constructed by contract in accordance with STATE accepted PROJECT Plans, Specifications, and Estimates (PS&E).
7. To provide, at PROJECT's cost, any "State-furnished material" as shown on the PROJECT PS&E or as determined during construction of PROJECT.
8. To submit a monthly construction progress report, including SERVICES and capital expenditures, to AUTHORITY which describes the work performed and completed during the reporting period with pertinent contract data such as change orders issued, cumulative costs of change orders, progress payments made (reported in dollars), and percentage progress achieved to date, all in accordance with STATE's standard accounting practices. Monthly progress reporting shall include separate expenditure statements for Segment 5 EA 007191 and Segment 11 EA 444071 and all such costs will be paid under EA 4440U1.
9. To consult with AUTHORITY's Director of Freeway Construction on all change orders for PROJECT with an estimated cost over \$100,000 before implementation except when the safety of motorists and/or pedestrians or the protection of property requires the immediate issuance of that change order and to notify AUTHORITY of all Contract Change Orders.
10. To allow on the site of PROJECT field site representatives of AUTHORITY, which includes, but is not limited to, AUTHORITY's consultants who are qualified licensed civil engineers in the State of California and technicians to represent AUTHORITY during the construction of PROJECT, who will discuss all major decisions with STATE, with the ultimate decision being retained by STATE's Resident Engineer.
11. The STATE public outreach representative will consult and coordinate with the AUTHORITY's public outreach representative on the STATE's public outreach program for the PROJECT.
12. Upon completion of PROJECT and all work incidental thereto, to furnish AUTHORITY with a detailed statement of the total actual capital costs of construction for PROJECT, including the costs of any claims related to the construction contract which have been allowed to the construction contractor pursuant to the construction contract administrative claims process or arbitration and all claims-related defense costs incurred by STATE. STATE shall invoice AUTHORITY for any additional

amounts required to complete AUTHORITY's financial obligations assumed pursuant to this Agreement.

13. Said SERVICES costs shall include costs of providing personnel resources and their equipment and all direct and indirect costs (functional and administrative overhead assessment) attributable to SERVICES applied in accordance with STATE's standard accounting practices and procedures. The actual cost of PROJECT support shall be determined only after completion of all work, the closure of all claims, and upon final accounting of all costs for PROJECT.
14. The initial estimate for SERVICES work as shown on Exhibit A, is subject to being increased to cover the costs of:
 - a.) additional utility protection, relocation, or removal as provided in Article 20 of Section III of this Agreement,
 - b.) for remedy and/or remedial action of hazardous substance or contaminated sites,
 - c.) the protection of cultural, archaeological, paleontological, or other protected materials as is provided for in Article 21 of Section III of this Agreement.
15. STATE's contribution of STIP/RIP funds shall not exceed \$57,967,000 plus, if applicable, STATE authorized increases per CTC Resolution #G-02-12, Delegation of Authority to Adjust Project Allocations and Modify Project Descriptions and STATE's CMIA funds shall not exceed \$81,000,000.
16. To provide, at PROJECT capital expense, a Construction Zone Enforcement Program (COZEPP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.

SECTION II

AUTHORITY AGREES:

1. To be responsible for and authorize the STATE to utilize STIP/RIP and CMIA funding sources, for the PROJECT construction capital and SERVICES costs including but not limited to COZEPP (construction zone enhancement enforcement program), supplemental work and change orders, claims related to the construction contract paid to the construction contractor, including those paid as a result of STATE's administrative claims process and/or as an award in arbitration, and the cost of STATE's defense of all PROJECT-related claims which may be filed by said contractor. The actual construction costs of PROJECT shall be determined only after completion of all work, the closure of all claims, and upon final accounting of all costs for PROJECT. AUTHORITY shall be responsible for all SERVICES and Capital costs over and above \$139,025,000 plus, if applicable, STATE authorized increases

per CTC Resolution #G-02-12, Delegation of Authority to Adjust Project Allocations and Modify Project Descriptions.

2. To authorize STATE to administer, process and encumber FUNDS for PROJECT.
3. To deposit with STATE within 10 Days of receipt of billing therefore the amount of STATE's monthly billing statement for the actual monthly cost of STATE's Awarding and Advertising portion of SERVICES efforts for the contract for Project.
4. To program, or cause to be programmed, FUNDS for PROJECT in the appropriate Corridor Mobility Improvement Account (CMIA) and State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) documents and to process all programming amendments thereto which may be required for any PROJECT funding changes at least ninety (90) days prior to bid advertisement for the construction project.
5. STATE's construction contract claims process will be used for all PROJECT-related claims by the construction contractor (with STATE acting as the lead agency in consultation with AUTHORITY) and AUTHORITY shall abide by the outcome of said process. In the event that arbitration under the provisions of Public Contract Code section 10240 et seq. results from that contract claims process, STATE will act as lead agency in said arbitration unless otherwise mutually agreed to by STATE and AUTHORITY.
6. Upon completion of work under this Agreement, AUTHORITY will assume maintenance and the expense thereof for any part of PROJECT located outside of the current SHS right of way until acceptance of any such part of PROJECT into the SHS by STATE, approval by the Federal Highway Administration, if required, and conveyance of acceptable title to STATE.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. STATE's expenditure of FUNDS, is subject to the earlier programming and appropriation of FUNDS by AUTHORITY.
3. Should any portion of PROJECT be financed with Federal funds or State gas tax funds, all applicable laws, rules, and policies relating to the use of such funds shall apply notwithstanding any other provision of this Agreement to the contrary.

4. All parties to this Agreement acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the Governor's Executive Order 2007-S-02-07, the California Transportation Commission (CTC) Program Guidelines for the CMIA Program, and the PROJECT Scope, Cost, Schedule and Benefit Baseline Data agreement (BASELINE AGREEMENT) as shown in Exhibit B and C, attached and made a part of this Agreement. PROJECT Bond Funds as identified in this Agreement shall not exceed funding stated in the BASELINE AGREEMENT. Any change to any other funding commitment in this PROJECT requires a BASELINE AGREEMENT amendment prior to amending this Agreement.
5. If the expenses for the PROJECT go beyond the PROJECT estimate STATE shall stop work on the PROJECT and restore the site of PROJECT to a condition of safe operation, using any then unexpended funds for PROJECT, until additional funds are procured and made available for the PROJECT and this Agreement is amended accordingly.
6. Notwithstanding Articles 17 and 18 of this Section III, in the event that Article 5 of this Section III occurs, AUTHORITY agrees, at AUTHORITY's cost, to ensure all commitments and conditions set forth in the PROJECT's environmental documentation, permits, agreements or approvals that are required to keep PROJECT in environmental compliance are implemented until additional funds are procured for PROJECT and this Agreement is amended accordingly.
7. If, during performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks.
8. STATE shall not advertise for bids for a contract to construct PROJECT until after this Agreement is fully executed.
9. Prior to advertising for bids for the construction contract for PROJECT, AUTHORITY may terminate this Agreement in writing, provided that AUTHORITY pays STATE for all already incurred and all unavoidable PROJECT costs incurred prior to termination of PROJECT incurred by STATE under the terms of this Agreement.
10. If, upon opening of bids for the construction contract for PROJECT, the lowest responsible bid is not more than ten percent (10%) over the Engineers Estimate, STATE and AUTHORITY may conduct a joint review of the bids immediately following opening of bids and prior to submittal of STATE's District 08 letter of recommendation to award to STATE's Office Engineer in Sacramento, if so requested by AUTHORITY. After the joint review, and within the time allowed for award, STATE may then award the construction contract for PROJECT.

11. If upon review of the aforementioned bids, AUTHORITY, by written notice to STATE's District 08 Office, elects to not proceed with PROJECT, thereby causing STATE to reject all bids, AUTHORITY agrees to pay STATE for all of STATE's already incurred and all unavoidable costs related to PROJECT incurred by STATE, including all legal costs and damages resulting from rejection of all PROJECT bids.
12. If, upon opening of bids for the contract to construct PROJECT, it is found that the lowest responsible bid exceeds the Engineer's Estimate by more than ten percent (10%), STATE and AUTHORITY shall consult upon a course of action. If, after fifteen (15) days, a course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent. Pursuant to Article 11 of this Section III. Any advance provided pursuant to this Agreement shall be refunded in full.
13. If termination of this Agreement is by mutual consent, AUTHORITY will bear one hundred percent (100%) of all PROJECT-related SERVICES and capital costs incurred by STATE pursuant to this Agreement.
14. Costs incurred by STATE pursuant to this Agreement in excess of funding commitment made by AUTHORITY will be billed to AUTHORITY and are subject to payment by AUTHORITY within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due AUTHORITY from the Highway User Tax Fund or other fund source.
15. During PROJECT construction, representatives of AUTHORITY and STATE will cooperate and consult with each other to assure that all PROJECT work is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's and AUTHORITY respective representatives who are authorized to enter each other's property during construction for the purpose of monitoring and coordinating construction activities.
16. At STATE's request, the AUTHORITY will assist in the administration of the PROJECT. The AUTHORITY shall invoice the STATE for the actual cost of such services provided. Such costs shall be considered PROJECT costs. Amendment to this agreement will be required if STATE requests the AUTHORITY to supply SERVICE's resources and AUTHORITY invoices STATE.
17. STATE agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties otherwise mutually agree in writing. If the parties agree in writing that AUTHORITY is responsible for obtaining said PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, then those said costs shall be a PROJECT cost.

18. STATE shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
19. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permit(s), agreement(s), and/or approvals for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
20. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
21. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required PROJECT changes.
22. If unknown existing public and/or private utility facilities are discovered during PROJECT construction, or if there is a significant change required in any approved utility relocation plan, the provisions of STATE's current Standard Specifications Section 8-1.10 (Utilities and Non-Highways Facilities) shall apply. STATE will make all necessary arrangements with the owners of such facilities for the protection, relocation, or removal of the discovered utility facilities in accordance with STATE's policy and procedure for those facilities located within the limits of work providing for the improvement to the State highway and in accordance with AUTHORITY's policy for those facilities located outside of the limits of work for the improvement to the State highway. The cost of the protection, relocation, or removal shall be apportioned between the owner of the utility facility and AUTHORITY in accordance with STATE's policy and procedure. STATE shall require any utility owner performing relocation work in the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said relocation work. The requirements of the most current version of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way" shall be fully complied with. Any relocated or new facilities shall be correctly shown and identified on the "As-Built" plans for PROJECT.

23. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during construction of PROJECT, STATE shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The cost for any removal or protection of that material shall be covered as a PROJECT cost contemplated by the Agreement.

24. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

25. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

26. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PROJECT construction cost.

27. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

28. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.

29. Additional costs arising out of any or all of the situations described in Articles 19 through 25 above of this Section III, with the exception of HM1 management activities within SHS right of way which is at STATE expense, shall be the responsibility of AUTHORITY as part of the PROJECT cost which is being funded from STIP/RIP and CMIA funding sources.

30. Upon PROJECT completion and acceptance, subject to the approval of STATE, STATE will operate and maintain those PROJECT facilities constructed within SHS right of way (excepting AUTHORITY encroachments) at STATE's cost.
31. STATE will maintain traffic signals, signs, and safety lighting until such time as this signals location is added to the existing Maintenance Agreement, No. SBd-36-5011, between STATE and the City of San Bernardino.
32. Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the operating SHS right of way for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations both inside (such as overcrossings and underpasses for local traffic) and outside of the SHS right of way will automatically be deemed to be under the control of AUTHORITY or an appropriate third party as determined by AUTHORITY.
33. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
34. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
35. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

36. Prior to the commencement of any construction activity within the SHS right of way, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
37. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
38. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2015, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction-related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.


SIGNATURES ARE ON THE FOLLOWING TWO SEPARATE PAGES

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

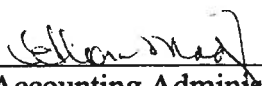

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By:  _____
Accounting Administrator


**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
GARY OVITT
Board President

Attest: _____
VICKI WATSON
Board Secretary

**APPROVED AS TO FORM AND
PROCEDURE:**

By:  _____
JEAN/RENE BASLE
Counsel

EXHIBIT A

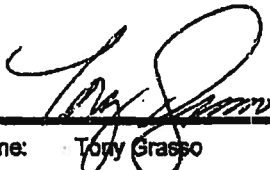
Project	CMIA	STIP/RIP	Local Measure I	Total
Segment 5 EA 00719				
Construction Support	\$6,933,000.00			\$6,933,000.00
Construction Capital	\$42,067,000.00			\$42,067,000.00
Segment 11 EA 44407				
Construction Support		\$12,733,000.00		\$12,733,000.00
Construction Capital	\$32,000,000.00	\$45,234,000.00		\$77,234,000.00
Advertise and Award Support – Seg 5 & 11			\$58,000.00	\$58,000.00
Total	\$81,000,000.00	\$57,967,000.00	\$58,000.00	\$139,025,000.00

EXHIBIT B

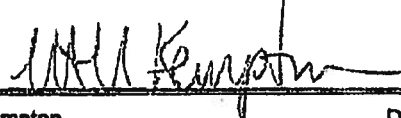
CORRIDOR MOBILITY IMPROVEMENT ACCOUNT PROJECT SCOPE, COST, SCHEDULE, AND BENEFIT BASELINE DATA

County:	San Bernardino	Route:	215	PPNO:	0247N
Project Title: I-215 North Segment 5 - HOV and Mixed Flow Lane Addition					

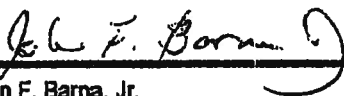
We acknowledge the scope, cost, schedule, and benefits as identified on the attached project fact and funding sheets are the baseline for project monitoring by the California Transportation Commission and its Corridor Mobility Improvement Account Project Delivery Council. We certify that funding sources cited are committed and expected to be available; the estimated costs represent full project funding, and the description of benefits is the best estimate possible.

 6/4/07

Name: Tony Grasso Date
Title: Executive Director
Agency: San Bernardino Associated Governments

 6/28/07

Will Kempton Date
Director
California Department of Transportation

 6-28-07

John F. Barna, Jr. Date
Executive Director
California Transportation Commission

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT							
Project Fact Sheet							
Lead Agency: San Bernardino Associated Governments (SANBAG)						Fact Sheet Date: 08/04/07	
Contact Person	Tony Grasso, Executive Director / Darren Kettle, Director of Freeway Construction						
Phone Number	909-484-8278			Fax Number	909-885-4407		
Email Address	tgrasso@sanbag.ca.gov / dkettle@sanbag.ca.gov						
Project Information:							
County	Caltrans District	PPNO *	EA *	Region/MPO/TIP ID*	Route / Corridor *	Post Mile Back *	Post Mile Ahead *
Sbd	3	0247N	00719	713	215	8.9	10.1
* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.							
Legislative Districts	Senate: 32, 31			Congressional: 42			
	Assembly: 62, 63						
Implementing Agency (by component)	E&P (PA&ED): CALTRANS			P&BE: SANBAG			
	RAW: CALTRANS			CON: SANBAG			
Project Title	I-215 North Segment 5 - HOV and Mixed Flow Lane Addition						
Location - Project Limits - Description and Scope of Work (Provide a project location map on a separate sheet and attach to this form) On I-215 in San Bernardino - Construct HOV lanes, mixed flow lanes, and auxiliary lanes. Segment 5 is from south of Massachusetts Avenue to SR-210.							
The corridor project: • Is included in the 2004 SCAV3-RTP as a Baseline Project. • Will provide consumers more housing and transportation choices by supporting the corridor management strategy of increasing alternative modes of transportation—buses on the freeway, car and vanpools, access to Metrolink and access to transit centers. • Will reduce dependency on single occupant vehicle trips by adding HOV Lanes on I-215. • Will address recurrent peak period congestion at lane drops that narrow the freeway. • Addresses non-standard on and off-ramps that are currently accessed from the inside lane.							
Description of Major Project Benefits							
Daily Vehicle Hours of Delay Saved				4,325 Hrs.			
Daily Peak Hour Person-Minutes Saved				315,720 Min.			
• Will foster increased car and van-pooling by developing an HOV facility. • Provides a foundation for developing and expanding the district's HOV system. • Alleviates operational issues caused by lane drops. • Will better meet driver expectations by eliminating non-standard on and off ramp design. • Off ramp reconfiguration will balance access and foster economic development within the corridor.							
Other:							
Corridor System Management Plan						Month/Year	
Lead Agency:						Caltrans	
Plan Adoption Date:						Jun-08	
Plan Implementation Date:						Sep-08	
N/A							
Project Delivery Baseline (Milestones)						Month/Year	
Begin Environmental Phase (PA&ED)						Jan-02	
Draft Environmental Document Milestone				Document Type: EIR/EIS		Sep-09	
Draft Project Report Milestone						Jun-02	
End Environmental Phase (PA&ED Milestone)						Dec-08	
Begin Design Phase						Jan-01	
End Design Phase (Plans, Specifications, and Estimates Milestone)						Feb-09	
Begin Right-of-Way						Jul-07	
End Right-of-Way (Right-of-way Certification Milestone)						Nov-08	
Begin Construction Phase						Jun-09	
End Construction Phase (Construction Contract Acceptance Milestone)						Oct-11	
Begin Closeout Phase						Nov-11	
End Closeout Phase (Closeout Report Milestone)						Nov-12	

NOTE: The CTC Corridor Mobility Improvement Account (CMA) Program Guidelines should have been read and understood prior to preparation of the CMA Fact Sheet. The CTC CMA Guidelines and a template of this Project Fact Sheet are available at: <http://www.dot.ca.gov/hq/transport/> and at: <http://www.ctc.ca.gov/>

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
Project Fact Sheet - Project Cost and Funding Plan

(dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

Date: 4-Jun-07

County	CT District	PPNO *	EA *	Region/MPO/TIP ID *
S&S	8	0247N	00719	713
Project Title: I-215 North Segment 5 - HOV and Mixed Flow Lane Addition				

* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO

Proposed Total Project Cost								Project
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)	0	0	0	0	0	0	0	0
PS&E	4,541	0	0	0	0	0	0	4,541
RAW SUP (CT) *	0	105	0	0	0	0	0	105
CON SUP (CT) *	0	0	0	0	0	0	0	0
RAW	0	1,229	0	0	0	0	0	1,229
CON	0	0	59,000	0	0	0	0	59,000
TOTAL	4,541	1,334	59,000	0	0	0	0	64,875

Corridor Management Improvement Account (CMIA) Program

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	TOTAL
E&P (PA&ED)								0
PS&E								0
RAW SUP (CT) *								0
CON SUP (CT) *								0
RAW								0
CON			59,000					59,000
TOTAL	0	0	59,000	0	0	0	0	59,000

* NOTE: RAW SUP and CON SUP to be used only for projects implemented by Caltrans

Funding Source: RIP Augmentation

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	TOTAL
E&P (PA&ED)								0
PS&E								0
RAW SUP (CT) *		105						105
CON SUP (CT) *								0
RAW		1,229						1,229
CON								0
TOTAL	0	1,334	0	0	0	0	0	1,334

Funding Source: Measure 1

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	TOTAL
E&P (PA&ED)								0
PS&E	4,541							4,541
RAW SUP (CT) *								0
CON SUP (CT) *								0
RAW								0
CON								0
TOTAL	4,541	0	0	0	0	0	0	4,541

Funding Source:

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	TOTAL
E&P (PA&ED)								0
PS&E								0
RAW SUP (CT) *								0
CON SUP (CT) *								0
RAW								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Shaded fields are automatically calculated. Please do not fill these fields.

Project 007191
PM 8.8/10.1
(Segment 5)

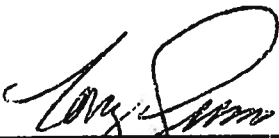
Map showing the project area (Segment 5) in Berkeley, CA. The project area is highlighted in a box. The map includes various streets, landmarks, and a scale bar. Key landmarks include the University of California, Berkeley, and the City of Berkeley. The map also shows the location of the project relative to the city center and the bay area.


EXHIBIT C

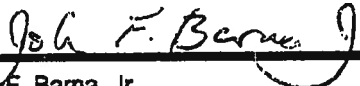
CORRIDOR MOBILITY IMPROVEMENT ACCOUNT PROJECT SCOPE, COST, SCHEDULE, AND BENEFIT BASELINE DATA

County: San Bernardino	Route: 210/215	PPNO: 194Q
Project Title: SR-210/I-215 Connectors		

We acknowledge the scope, cost, schedule, and benefits as identified on the attached project fact and funding sheets are the baseline for project monitoring by the California Transportation Commission and its Corridor Mobility Improvement Account Project Delivery Council. We certify that funding sources cited are committed and expected to be available; the estimated costs represent full project funding, and the description of benefits is the best estimate possible.


Name: Tony Grasso Date: 6/14/07
Title: Executive Director
Agency: San Bernardino Associated Governments


Will Kempton Date: 6/28/07
Director
California Department of Transportation


John F. Barna, Jr. Date: 6-28-07
Executive Director
California Transportation Commission

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT

Project Fact Sheet

Lead Agency: San Bernardino Associated Governments (SANBAG) Fact Sheet Date: 06/04/07

Contact Person: Tony Grasso, Executive Director / Darren Kettle, Director of Freeway Construction
 Phone Number: 909-834-8278 Fax Number: 909-885-4407
 Email Address: tgrasso@sanbag.ca.gov / dkettle@sanbag.ca.gov

Project Information:

County	Caltrans District	PPNO *	EA *	Region/MPO/ TIP ID*	Route / Corridor *	Post Mile Back *	Post Mile Ahead *
Sbd	8	0184Q	444071	20620	210/215	210 - 21.8 215 - 9.0	210 - 22.1 215 - 11.8

* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.

Legislative Districts: Senate: 32 Congressional: 43
 Assembly: 62, 63

Implementing Agency (by component): E&P (PA&ED): SANBAG PS&E: SANBAG
 R/W: CALTRANS CON: SANBAG

Project Title: SR-210/I-215 Connectors

Location - Project Limits - Description and Scope of Work (Provide a project location map on a separate sheet and attach to this form)
 On SR-210 and I-215 in San Bernardino - Construct direct connectors from NB I-215 to WB SR-210 and from EB SR-210 to SB I-215; a replacement bridge for 27th Street OC on I-215; a mixed flow lane on NB I-215 from 210/215 I/C to University Pkwy; an auxiliary lane on SB I-215 from University Pkwy to 210/215 I/C; a collector-distributor road along NB I-215 from Highland Avenue to 27th Street; replace loop off-ramp from NB I-215 to Highland Avenue with a slip off-ramp; reconfigure local streets east of I-215 off of 27th Street; and other miscellaneous associated improvements.
 This project completes the 25 miles SR-210 corridor project. The project:

-Is included in the 2004 SCAG RTP and 2006 FSTIP
 -Improves California economic competitiveness and quality of life by reducing delay for consumer and commercial vehicles

Description of Major Project Benefits

Daily Vehicle Hours of Delay Saved: 2,886 Hrs.
 Daily Peak Hour Person-Minutes Saved: 343,200 Min.

- This project will replace freeway connections made via local streets with direct connections via flyover ramps.
- This project will improve a major goods movement corridor by lessening congestion and delay
- Other: - This project will increase reliability by eliminating the need for signalized intersections

Corridor System Management Plan: Month/Year
 Lead Agency: Caltrans
 Plan Adoption Date: Jun-08
 Plan Implementation Date: Sep-08

N/A

Project Delivery Baseline (Milestones)	Month/Year
Begin Environmental Phase (PA&ED) (Overall SR-210 Corridor)	Feb-87
Draft Environmental Document Milestone Document Type: EIR/EIS (Overall SR-210 Corridor)	Jun-91
Draft Project Report Milestone (Overall SR-210 Corridor)	Sep-91
End Environmental Phase (PA&ED Milestone) (Re-evaluation for last contract with Connectors)	Jul-07
Begin Design Phase	Jan-08
End Design Phase (Plans, Specifications, and Estimates Milestone)	Feb-09
Begin Right-of-Way	Jul-07
End Right-of-Way (Right-of-way Certification Milestone)	Nov-08
Begin Construction Phase	Jun-09
End Construction Phase (Construction Contract Acceptance Milestone)	Oct-11
Begin Closeout Phase	Nov-11
End Closeout Phase (Closeout Report Milestone)	Nov-12

NOTE: The CTC Corridor Mobility Improvement Account (CMIA) Program Guidelines should have been read and understood prior to preparation of the CMIA Fact Sheet.
 The CTC CMIA Guidelines and a template of this Project Fact Sheet are available at: <http://www.dot.ca.gov/hq/transprog/> and at: <http://www.cto.ca.gov/>

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
Project Fact Sheet - Project Cost and Funding Plan
(dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

Date: 04-Jun-07

County	CT District	PPNO	EA	Region/MPO/TIP ID
Sbd	8	01940	444071	20620
Project Title: SR-210/216 Connectors				

* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO

Proposed Total Project Cost	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Project Total
E&P (PA&ED)	1,800	0	0	0	0	0	0	1,800
PS&E	4,000	0	0	0	0	0	0	4,000
R/W SUP (CT)	2,000	0	0	0	0	0	0	2,000
CON SUP (CT)	0	0	0	0	0	0	0	0
R/W	8,437	0	0	0	0	0	0	8,437
CON	0	0	79,967	0	0	0	0	79,967
TOTAL	16,237	0	79,967	0	0	0	0	96,204

Corridor Management Improvement Account (CMIA) Program

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON			22,000					22,000
TOTAL	0	0	22,000	0	0	0	0	22,000

* NOTE: R/W SUP and CON SUP to be used only for projects implemented by Caltrans

Funding Source: RIP

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *	2,000							2,000
CON SUP (CT) *								0
R/W	8,437							8,437
CON			32,967					32,967
TOTAL	10,437	0	32,967	0	0	0	0	43,404

Funding Source: RIP Augmentation

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON			25,000					25,000
TOTAL	0	0	25,000	0	0	0	0	25,000

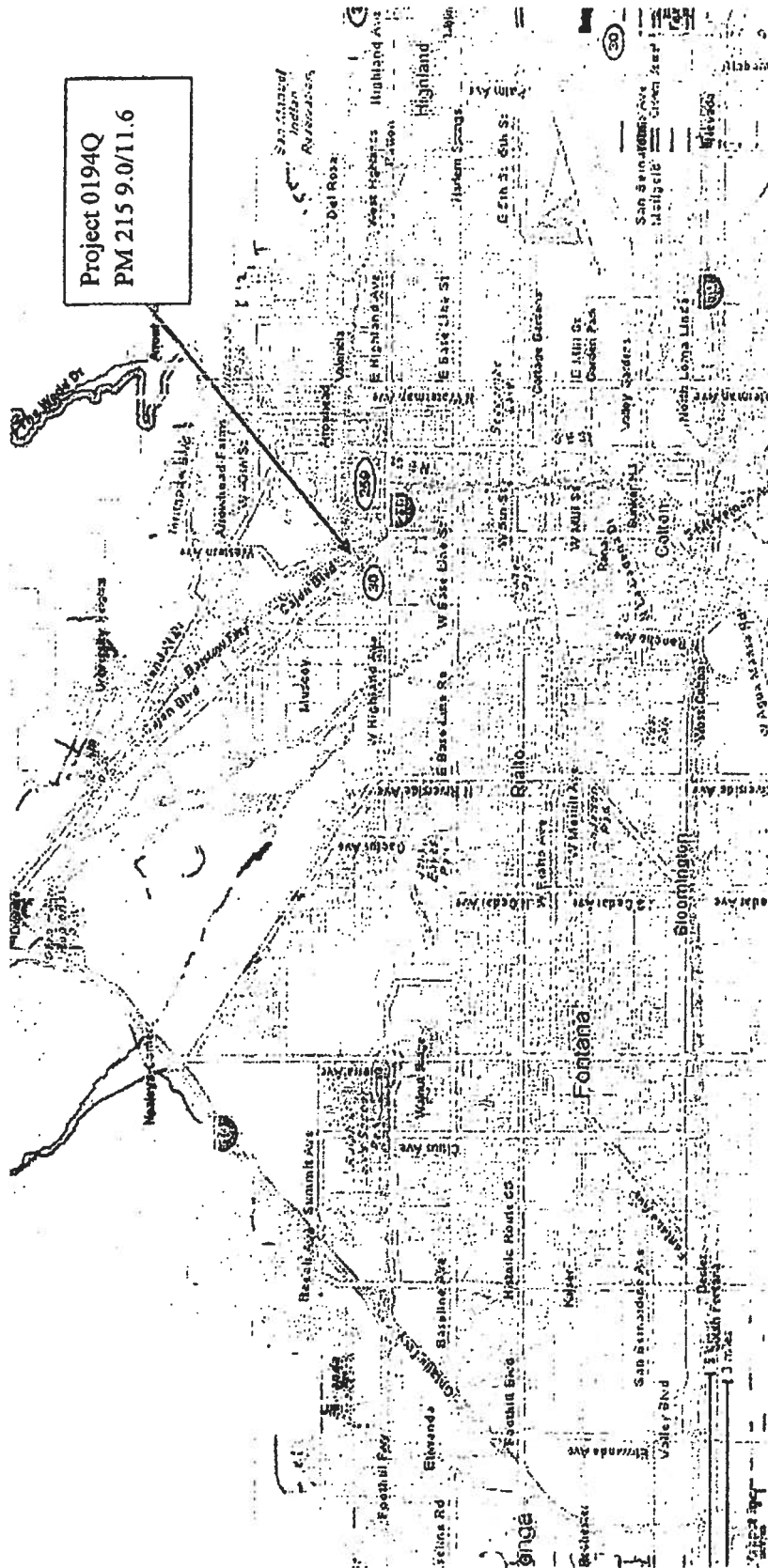
Funding Source: Measure I

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)	1,800							1,800
PS&E	4,000							4,000
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	5,800	0	0	0	0	0	0	5,800

Shaded fields are automatically calculated. Please do not fill these fields.

PPNO 0194Q

Project 0194Q
PM 215 9.0/11.6



Minute Action

AGENDA ITEM: 14

Date: February 4, 2009

Subject: I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project

- Recommendation:***
- 1) Give priority to Commit Funds to the I-215 Bi-County HOV Gap Closure Project
 - 2) Approve Budget Amendment to include a new Task (TN 839, I-215 Bi-County HOV Gap Closure Project)
 - 3) Defer Approval of Cooperative Agreement No. C09145 with RCTC for preparation of Project Approval and Environmental Document (PA&ED) for the I-215 Bi-County HOV Gap Closure Project

Background: In the development of the Strategic Plan for the Measure I 2010-2040 it was recognized that some innovative means would need to be employed to deliver all the projects included in the Measure within the current revenue projections. One of the innovative means was to include a down scoped project for I-215 between Riverside County Line to Orange Show Road in the near term, followed with the ultimate improvements late in the Measure. The down scoped project will add a HOV lane in each direction mostly within the existing right-of-way. The improvements extend to the I-215/SR-91/SR-60 junction in Riverside County. The proposed HOV improvements will eliminate the HOV lane gap between the improvements to be constructed shortly in the cities of Riverside and San Bernardino. To accomplish this within existing right-of-way, reduced standards are required.

*

*Approved
Board of Directors*

Date: February 4, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

A conceptual layout of the HOV improvements has been prepared and the major reduced standard features for the corridor have been identified. The preliminary total cost estimate for the project is \$167,463,209, with \$131,743,306 being SANBAG's share. Caltrans and FHWA have given conceptual approval of the improvements with the understanding that SANBAG and RCTC demonstrate that they will give this project a priority to receive the necessary funds with the intent to deliver the project by 2014 to maximize the useful life of the improvements. Our preliminary schedule shows that the improvements can be delivered in 2014. Since construction of the HOV improvements is all predicated on obtaining environmental clearance, Caltrans and FHWA are not requesting a formal funding commitment such as a Cooperative Agreement, but Board action stating that funding for this project will be a priority.

At the January 15, 2009 Major Project Committee meeting, staff recommended that SANBAG and RCTC enter into a Cooperative Agreement to establish a bi-county partnership and to proceed with sharing costs and project development responsibilities for the PA&ED phase of the subject project. The Major Projects Committee approved the recommendation with staff's intention to tender the equivalent recommendation at the February 2009 Board meeting. RCTC and SANBAG continue to work cooperatively to reach a consensus on the final provisions of the Cooperative Agreement. As a result of this, the final version of the Cooperative Agreement is not ready for Board approval. Therefore, staff recommends the Board defer the approval of the Cooperative Agreement until it is final. It is anticipated staff will recommend the approval of the Cooperative Agreement at the March 2009 Board meeting. In consort with SANBAG, RCTC anticipates the Cooperative Agreement will be submitted for consideration and approval at their February 2009 Commission meeting.

It is recommended the existing bi-county Cooperative Agreement between the two agencies remain in place as the interchange improvements at the Washington Street and Barton Road are connected to this agreement. Also, RCTC is requesting that studies on the ultimate improvements be continued to allow for the completion of a Project Study Report.

The funding for this new task will come from the existing I-215 project (TN 830) as the scope of this project will be substantially reduced. The transaction will be accomplished by Administrative Budget Amendment, with no overall impact to the Freeway Construction Program. The estimated cost to complete the PA&ED phase is \$6,120,000, with SANBAG's share being \$4,814,604 and RCTC's share being \$1,305,396.

The existing engineering and environmental contracts for the bi-county projects

will need to be amended to include the PA&ED scope of work for the subject project. These contract amendments and any other necessary agreements for the project will be submitted to the Major Projects Committee and Board at a future date for review and approval.

- Financial Impact:**
- 1) Approval of Item 1 has no financial impact at this time.
 - 2) Approval of Item 2 amends the adopted Fiscal Year Budget 2008/2009 to include a new Task, TN 839, I-215 Bi County HOV Gap Closure Project. The new Task will be funded from existing funds within the Freeway Construction Program; therefore, there is no overall financial impact.
 - 3) Approval of Item 3 has no financial impact at this time.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 15, 2009. SANABG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 15

Date: February 4, 2009

Subject: Award of Contract C09082 - Victor Valley Long Distance Commuter Needs Assessment

Recommendation:* Award of Contract C09082 - Preparation of the Victor Valley Long Distance Commuter Needs Assessment Study to the firm Nelson Nygaard in an amount not to exceed \$88,493.00 as identified in the Financial Impact Study.

Background: On October 1, 2008, the Board authorized the release of Request for Proposal (RFP) 09-082 for the preparation the Victor Valley Long Distance Commuter Needs Assessment Study. This work effort will involve an in-depth study of transportation needs and employment patterns of Victor Valley residents in addition to identifying and measuring the demand for commuter services and identifying options in making the best use of transportation funding.

Notice of the release of the RFP was sent to eighty three consulting firms in the Agency Database. The RFP was also posted on the agency website. The response to questions submitted by prospective firms was posted on the agency website on October 17, 2008.

Proposals were due to SANBAG on November 14, 2008. A total of five (5) proposals were received. The following table lists the proposing firms; their subcontractor, if any; the proposed cost; and the evaluation committee's score.

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Lead Firm	Subcontractors	Proposed Budget	Committee Score
Nelson Nygaard	Redhill Group	\$88,493.00	90.5
AECOM	n/a	\$90,079.00	86.16
Godbe Research	Diversified Transportation	\$95,391.00	60.33
Moore and Associates	n/a	\$84,512.00	72.00
Wilbur Smith	Arellano & Assoc.	\$90,000.00	79.66

A review committee was established that included representatives from Victor Valley Transportation Authority, the Town of Apple Valley, Caltrans, AMMA (SANBAG consultant), and SANBAG. The committee met on November 25th and asked that clarifying information be provided by both Nelson Nygaard and AECOM. The committee met again on December 10, 2008, and determined that Nelson Nygaard more closely met the requirements of the RFP. The Nelson Nygaard proposal included an extensive and comprehensive understanding of the project along with a very detailed approach to community outreach and survey techniques. The study is anticipated to take nine (9) months to complete.

This project is partially funded through a Statewide Planning Grant awarded to SANBAG in September. The grant will be administered through SCAG. Attached is Contract 09082 with Nelson Nygaard containing the scope of work, schedule and payment details.

It is expected this study will commence in February and should be completed by November 2009.

Financial Impact: The award of this contract is consistent with the adopted budget. Funding for this study is provided in FY 2008/2009 budget under task 31709000. The State Planning Grant amount is \$72,000. The 20% matching funding, in the amount of \$18,000, is LTF Planning.

Reviewed By: This item was reviewed by the Mountain/Desert Committee on January 16, 2009 and unanimously recommended for approval.

Responsible Staff: Beth Kranda, Transit Analyst
Michael Bair, Director of Transit and Rail

SANBAG Contract No. C09082

by and between

San Bernardino Associated Governments

and

Nelson Nygaard Associates

for

Victor Valley Long Distance Commuter Needs Assessment Study**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>C09082</u>	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input checked="" type="checkbox"/> Yes <u>10</u> % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>88,493.00</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 88,493.00

↓ Please include funding allocation for the original contract or the amendment.

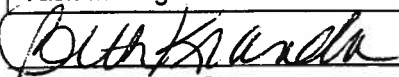
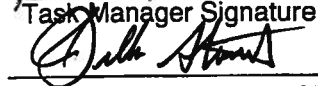
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>31709000</u>	<u>6010</u>	<u>5304 FTA</u>	<u>5304</u>	<u>\$ 88,493.00</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

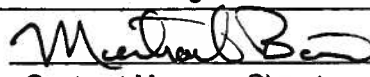
Original Board Approved Contract Date: <u>2/4/09</u>	Contract Start: <u>2/4/09</u>	Contract End: <u>12/31/09</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>2008/2009</u> \$ <u>88,493.00</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
-----------------------------	--	--	----------

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 31709000If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: **Beth Kranda**Contract Manager: **Mike Blair**

	<u>1/9/09</u>
Task Manager Signature	Date
	<u>1/9/09</u>
Chief Financial Officer Signature	Date

	<u>1-15-09</u>
Contract Manager Signature	Date

CONTRACT C09082

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

NELSON NYGAARD ASSOCIATES

THIS CONTRACT is entered into as of February 4, 2009 in the State of California by and between the San Bernardino Associated Governments, hereafter called AGENCY, and Nelson Nygaard Associates, hereafter called CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the AGENCY requires certain professional services relating to the preparation of a Victor Valley Long Distance Commuter Needs Assessment Study; and

WHEREAS, the CONTRACTOR, has the skills, knowledge and the ability to provide such services to the AGENCY;

NOW THEREFORE, the parties agree to the following:

1. CONTRACTOR SERVICES

The CONTRACTOR will be responsible for preparing a Victor Valley Long Distance Commuter Needs Assessment as set forth in Appendix A – Scope of Work and Budget, which is attached to this contract.

2. KEY PERSONNEL

The personnel specified below are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours which are the responsibility of key personnel, the CONTRACTOR shall notify AGENCY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AGENCY. AGENCY also reserves the right to approve proposed substitutions for key personnel.

Key Personnel are: Tim Payne, Nelson Nygaard, Project Manager
 Paul Lutey, Nelson Nygaard – Research and Community Outreach
 Manuel Soto, Nelson Nygaard – Alternatives Analysis
 George Patton, Nelson Nygaard – Service Design
 Mark McCourt, Redhill Group – Community Survey

3. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of the work to be performed under this contract , excepting subcontractors listed in the CONTRACTORS proposal, without first notifying AGENCY of the intended subcontracting and obtaining AGENCY's approval in writing of the subcontracting and the subcontractor.

CONTRACTOR agrees that any and all subcontractors of CONTRACTOR will comply with the terms of this Contract applicable to the portion of work performed by them. If requested by AGENCY, CONTRACTOR shall furnish AGENCY a copy of the proposed subcontract for AGENCY'S approval of the term and conditions thereof and shall not execute such subcontract until AGNCY has approved such terms and conditions. AGENCY approval shall not be unreasonably withheld.

Approval by AGNECY of any work to be subcontracted and the subcontractor to perform said work will not relieve CONTRACTOR of any responsibility or liability in regard to the acceptable and complete performance of said work.

4. TERM

This Contract will commence on February 4, 2009 and remain in effect until completion of the Victor Valley Long Distance Commuter Needs Assessment and approval by governing board, but no later than December 2009. Upon mutual agreement of the parties, through a letter agreement, the AGENCY Executive Director may extend the time performance beyond the about anticipated completion date. AGENCY may terminate this Contract at any time by serving thirty (30) day notice to this effect on CONTRACTOR. Additionally, in the event of misconduct or failure to perform required services, AGENCY shall notify CONTRACTOR in writing and give CONTRACTOR ten (10) days to correct performance. If not corrected, AGENCY may immediately terminate this Contract by written note to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the Contract and AGENCY shall incur no penalty for exercising its termination rights. The Executive Director shall have the authority in her sole discretion to give notice of termination on behalf of the AGENCY. CONTRACTOR may not terminate this Contract except for cause.

5. COMPENSATION

As total compensation for the above services, AGENCY shall pay CONTRACTOR for expenses incurred, in an amount not to exceed Eighty Eight Thousand Four Hundred and Ninety Three Dollars (\$88,493) for the Victor Valley Long Distance Commuter Needs Assessment Study (SANBAG Task 31709000). CONTRACTOR shall account for time spent on the work performed and invoice AGENCY on a monthly basis. Monthly invoices related to the work performed shall reference Agency Task Number 31709000. Monthly invoices shall contain the total work hours worked by individuals and total labor cost during the month by Task; overhead

and fee as well as direct expenditures incurred; the accumulated total expenses to date by Task and the remaining contract amount by Task. Each monthly invoice shall be accompanied by a narrative description of the work completed during the reporting period and a discussion of any current or anticipated problems that might negatively impact the project and/or schedule. SANBAG shall retain 10% of the invoiced Total Labor Cost (direct labor, overhead and fee expenses) up to a total of Eight Thousand Eight Hundred and Forty Nine Dollars (\$8,849) until the successful completion of the work to be performed.

6. INSURANCE

Without in any way affecting the indemnity herein provided and in addition there to, CONTRACTOR shall secure and maintain throughout the term of the Contract the following types of Insurance with limits as shown.

A. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractor's Liability in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written on an occurrence form.

B. CONTRACTOR (not including subcontractors) shall immediately furnish certificates of insurance to AGENCY evidencing the insurance coverage about required, with certificates shall name AGENCY as additional insured on policies of General Liability Insurance. The certificates shall prove that such insurance shall not be terminated without thirty (30) days notice to AGENCY and CONTRACTOR shall maintain such insurance from the time this contract is executed until completion of such services.

C. CONTRACTOR shall maintain Workers Compensation Insurance with limits established and required by the State of California.

D. CONTRACTOR shall maintain Errors and Omission Liability Insurance with combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or Professional Liability Insurance with limits of at least \$1,000,000 per claim or occurrence.

7. INDEMNITY

CONTRACTOR agrees to indemnify, defend and hold harmless the AGENCY, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and or liability arising from CONTRACTOR'S negligent acts, errors or omissions and for any costs or expenses incurred by AGENCY on account of any claim therefore, except where such indemnification is prohibited by law.

8. AMENDMENTS

CONTRACTOR agrees any alterations, variations, modification, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the required person.

9. ASSIGNMENT

This Contract is not assignable by CONTRACTOR either in whole or in part without the prior written consent of Agency

10. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent contractor. Accordingly, all services provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction, and control of CONTRACTOR. AGENCY shall rely on CONTRACTOR for the results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR'S employees and subcontractors in the performance of services or as to the manner, means and methods by which the services are performed. All workers furnished by CONTRACTOR shall be and remain the employees of CONTRACTOR or of the CONTRACTOR'S subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AGENCY.

11. AGENCY AUTHORITY

AGENCY'S Executive Director shall have full authority to exercise AGENCY'S rights under this Contract. CONTRACTOR'S reporting relationship shall be with the AGENCY's Director of Transit and Rail Programs, unless otherwise directed by AGENCY'S Executive Director.

12. REVIEW OF WORK AND DELIVERABLES

All reports, working papers, and similar work products prepared for submission in the course of providing services under this Contract may be required to be submitted to AGENCY'S representative in draft form, and AGENCY'S representative may require revisions of such drafts prior to formal submission and approval. In the event that the AGENCY'S representative, in his sole discretion, determines the formal submitted work product to be inadequate, AGENCY'S representative may require CONTRACTOR to revise and resubmit the work at no cost to AGENCY.

13. APPEARANCE AT HEARINGS

If and when required by AGENCY, CONTRACTOR shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the services.

14. DOCUMENTS AND DATA

All plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"), shall be made available to AGENCY at all times during this Contract and shall become the property of AGENCY upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this contract, desire to use any Documents and Data, it shall first obtain the written approval of AGENCY.

15. EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS THEREOF, the authorized parties have signed below;

AGENCY

CONTRACTOR

**SAN BERNARINO ASSOCIATED
GOVERNMENTS**

NELSON NYGAARD ASSOCIATES

Gary C. Ovitt
President

Linda Rhine
Partner

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 16

Date: February 4, 2009

Subject: Memorandum of Understanding between San Bernardino Associated Governments and The Southern California Association of Governments (SCAG) regarding the Victor Valley Long Distance Commuter Needs Assessment Study Grant.

Recommendation:* Approve MOU (C09152) between SANBAG and SCAG regarding the Victor Valley Long Distance Commuter Needs Assessment Study.

Background: In September 2008 SANBAG was awarded \$72,000 from the Statewide Transit Planning Studies Grant Program through the California Department of Transportation (Caltrans) to conduct the Victor Valley Long Distance Commuter Needs Assessment. Caltrans has requested SCAG accept this funding and that SANBAG serve as the sub-recipient of these funds. SANBAG shall obtain and manage the Consultant services performing the study. The attached MOU details each party's roles and responsibilities as well as the scope of services of the study itself. The MOU also details the Federal Certifications and Assurances required prior to the funding of this study.

Financial Impact: This item is consistent with the Fiscal Year 2008/2009 budget.

Reviewed By: This item was reviewed by the Mountain/Desert Committee on January 16, 2009 and unanimously recommended for approval.

Responsible Staff: Beth Kranda, Transit Analyst
Mike Bair, Director of Transit and Rail

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

SANBAG Contract No. C09152

by and between

San Bernardino Associated Governments

and

Southern California Association of Governments

for

Statewide Planning Grant for Victor Valley Long Distance Commuter Needs Assessment**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # <u>C09152</u>	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ 72,000

Previous Amendments Total: \$ _____

Previous Amendments Contingency Total: \$ _____

Contingency Amount: \$ _____

Current Amendment: \$ _____

Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 72,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>31709000</u>	<u>6010</u>	<u>5304 FTA</u>	<u>5304</u>	<u>\$ 72,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 2/4/09Contract Start: 2/4/09

Contract End:

12/31/09

New Amend. Approval (Board) Date: _____

Amend. Start: _____

Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**Approved Budget Authority →**Fiscal Year: 2008/2009\$ 72,000**Future Fiscal Year(s) –
Unbudgeted Obligation →**

\$ _____

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 31709000If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: **Beth Kranda**Contract Manager: **Mike Bair**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: CSS09152

Form 28 06/06

**MEMORANDUM OF UNDERSTANDING C09152
BETWEEN THE SAN BERNARDINO ASSOCIATED GOVERNMENTS AND
THE SOUTHERN CALIFORNIA ASSOCIATED GOVERNMENTS**

**REGARDING THE VICTOR VALLEY LONG DISTANCE
COMMUTER NEEDS STUDY GRANT**

RECITALS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and effective February 4, 2009, by and between the San Bernardino Associated Governments (SANBAG) and the Southern California Association of Governments ("SCAG"). SANBAG and SCAG are sometimes collectively referred to as the "PARTIES."

WHEREAS, the Southern California Association of Governments (SCAG) is the Metropolitan Planning Organization (MPO) for six counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura;

WHEREAS, the California Department of Transportation ("Caltrans") intends to award approximately \$72,000 in 5304 Statewide Transit Planning Studies grant funds ("5304 grant funds") to SCAG to be used in FY 08-09 to support a planning study to assess commuter service options between the Victor Valley communities of Victorville, Apple Valley, Hesperia and Adelanto into the San Bernardino Valley and Los Angeles basin, daily trips of 60 to 75 to more than 100 miles each way;

WHEREAS, Caltrans has requested that SCAG accept this funding and San Bernardino Associated Governments ("SANBAG") serve as the sub-recipient of these grant funds and obtain and manage Consultant services to perform Victor Valley Long Distance Commuter Needs study, which will provide outcomes that will provide SANBAG, Victor Valley Transit Authority ("VFTA") and local jurisdictions direction for better coordination of transit and transportation services, provide tools for better land use planning by the local jurisdictions in considering inter-regional transportation needs, and support livable/sustainable community concepts for the High Desert private and public entities; and

WHEREAS, SANBAG shall be required to provide \$18,000 cash or "in-kind" matching funds with the receipt of these 5304 grant funds.

Agreement

NOW, THEREFORE, the PARTIES to this MOU agree to the following terms and procedures; this MOU is comprised of these terms and conditions and any attached exhibits. Such terms and conditions are subject to change in the event requirements are changed by SCAG's funding agencies:

1. Recitals

The Recitals set forth above are true and correct and are incorporated into this MOU by reference as though fully set forth herein.

2. Term

The Term of this MOU shall commence on the date it is fully executed and terminate on June 30, 2009, unless it is amended by the PARTIES in writing or it is terminated with thirty (30) days notice of termination by any of the PARTIES, whichever occurs first.

3. Payment

- a. For Consultant's performance of the Scope of Work described in Exhibit "A", SCAG's maximum obligation shall be to provide \$72,000 to SANBAG on a cost reimbursement basis and SANBAG will provide either a cash match or perform "in-kind" services valued at \$18,000. Work shall commence upon the Effective Date of this MOU.
- b. Consultant services and reimbursements are subject to inclusion and funding agency approval of this project in the OWP and OWP Amendments during each Fiscal Year. Therefore, on June 30th of each Fiscal Year or in the event an OWP Amendment containing additional funding for this Project is not approved, SANBAG and its Consultant(s) must stop all work under this MOU until an amendment allowing the work to continue has been fully executed by all PARTIES. In the event this Project is not approved in an OWP Amendment, this MOU shall terminate on June 30, 2009.

4. Scope of Services

SANBAG and its Contractors shall perform the Services described in the Scope of Work, Exhibit A, attached hereto and incorporated herein by this reference.

5. Roles and Responsibilities

- A. Project deliverables as set forth in Exhibits A produced by SANBAG and its Consultants will be forwarded to SCAG for review.
- B. All PARTIES shall be responsible for the storage and maintenance of any respective electronic data that has been collected, created or copied for use on the Project. All PARTIES shall provide a secure site that is backed up on a regular basis and allows selected employees, as stipulated by the PARTIES, access to the data. SANBAG's Consultant shall maintain all data collected for this project in a secured storage that will be backed up on a regular basis and accessible to selected employees.
- C. All data collected, created or copied by the SANBAG Consultant for the Project shall be electronically transmitted to SANBAG and SCAG on or before the termination date of this MOU. The data shall be transmitted in a non proprietary industry standard electronic file format

and shall be transmitted to SANBAG and SCAG on either a CD, DVD, flash drive or portable hard drive or combination thereof.

6. Termination

- a. Any party to this MOU may, by written notice to the other party terminate the whole or any part of this MOU at any time and specify the effective date thereof, at least thirty (30) days before the effective date of such termination.
- b. If through any cause, SANBAG or its Consultant fails to fulfill in a timely and proper manner its obligations under this MOU, or violates any of the terms or conditions of this MOU or applicable Federal and State laws and regulations, SCAG reserves the right to terminate this MOU with thirty (30) days written notice to SANBAG.

7. Disputes

The PARTIES agree to submit any disputes arising under this MOU to neutral mediation before resorting to litigation.

8. Invoices

- A. SANBAG shall invoice SCAG for Consultant payments within thirty (30) days of the end of each quarter. The quarters shall be as follows: January 1 – March 31, 2009; April 1 – June 30, 2009. Invoices shall be completed according to SCAG invoicing policies. Year-end invoices and supporting documentation shall be received by SCAG on or before July 31, 2009. **Invoices received after July 31, 2009 will not be paid.**
- B. SANBAG shall review invoices received from its Consultant and shall disburse funds to the Consultant only for costs and expenses incurred in accordance with this MOU. Payments shall not be made to SANBAG or its Consultant for any expenditure which is unallowable under this MOU.
- C. In performing the work SCAG shall maintain final approval authority of invoices submitted under this MOU, and such approval shall not be unreasonably withheld.
- D. Invoices shall include a description of services performed, period of the service performed, Consultant name(s), actual hourly rate, total hours worked, fringe benefit rate, fringe costs, approved Consultant indirect rate (if applicable), Consultant indirect costs (if applicable), and total cost incurred.
- E. Progress reports in narrative form shall be attached to the Invoices, describing progress toward completion of tasks and deliverables set forth in Exhibit A;

F. All invoices submitted to SCAG shall be addressed to:

**ATTENTION: Accounts Payable
SCAG
818 West 7th St., 12th Fl.
Los Angeles, CA 90017**

9. Cost Principles

A. SANBAG shall comply and require its Consultants to comply with the following:

- (i) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments);” and
- (ii) The Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”

B. Any costs for which SANBAG receives payment or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by SANBAG, within thirty (30) days of SANBAG receiving notice of disallowed costs or audit findings. Should SANBAG fail to reimburse moneys due SCAG within thirty (30) days of demand, or within such other period as may be agreed between the PARTIES hereto, SCAG is authorized to withhold future payments due SANBAG.

C. All costs charged to this MOU by SANBAG/its Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature of the charges, and shall be costs allowable under the cost principles cited above in paragraph A.

D. If requested by SCAG, SANBAG agrees to furnish documentation to SCAG to support this requirement that all of its agreements with Consultants contain provisions requiring adherence to this Section in its entirety.

10. Records Retention and Audits

A. SANBAG shall maintain, and shall require that its Consultant maintain, all source documents, books and records connected with their performance of work initiated under this MOU for a minimum of four (4) years from the date of final payment to Consultants or until audit resolution is achieved for each annual SCAG OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SCAG, the State, the Bureaus of State Audits, or the Federal Government upon request. Copies will be made and furnished by SCAG upon request at no cost to SCAG.

- B. SANBAG shall further maintain all documents related to the procurement of Consultants selected to perform work under this MOU for a minimum of four (4) years from the date of final payment to Consultants or until audit resolution is achieved for each annual SCAG OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SCAG, the State, the Bureaus of State Audits, or the Federal Government upon request.
- C. SANBAG agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit in compliance with Office of Management and Budget Circular A-133.
- D. Neither the pendency of a dispute nor its consideration by SCAG or the State will excuse SANBAG or SCAG from full and timely performance in accordance with the terms of this MOU.
- E. SANBAG agrees to furnish documentation to SCAG to support the requirement that all of its agreements with Consultants contain provisions requiring adherence to this Section in its entirety.

11. Federal Certifications and Assurances

- A. SANBAG shall adhere to the applicable requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334, 23 U.S.C. 134 and any successors thereto. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to SANBAG to the same extent as SCAG and may include, but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, 49 U.S.C. 5332, 42 U.S.C. 2000d, and the United States Department of Transportation (U.S. DOT) implementing regulations, 49 C.F.R. Part 21, and any successors thereto;
 - (2) Pub. Law 105-178, 112 Stat. 107 and its successors, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, and 49 C.F.R part 26, as amended); and
 - (3) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 C.F.R 27, 37, and 38), and any successors thereto.
- B. SANBAG shall additionally comply with the applicable requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to SANBAG to the same extent as SCAG, and include but are not limited, the following areas:

- (1) Standard Assurances
- (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
- (3) Drug Free Work Place Agreement
- (4) Intergovernmental Review Assurance
- (5) Nondiscrimination Assurance
- (6) DBE Assurance
- (7) Nondiscrimination on the Basis of Disability
- (8) Procurement Compliance Certification
- (9) Certification and Assurances Required by the U.S. Office of Management and Budget

C. Federal Lobbying Activities Certification

- (1) By signing this MOU, SANBAG certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of SANBAG, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, SANBAG, as applicable, shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."
- (3) This certification is a material representation of fact, upon which reliance was placed when this MOU was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.

D. SANBAG shall further require their Consultants to comply with these Certifications. SANBAG agrees to furnish documentation to SCAG to support this requirement that all of its agreements with Contractors contain provisions requiring adherence to this Section in its entirety.

12. Equal Employment Opportunity/Nondiscrimination

- A.** In the performance of work undertaken pursuant to this MOU, SANBAG and its assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

- B. SANBAG shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SANBAG shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.

SANBAG shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

- I. Sanctions for Noncompliance: In the event of noncompliance by SANBAG with the nondiscrimination provisions of this MOU, SCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(i) Withholding of payments to the SANBAG under this MOU until SANBAG complies, and/or

(ii) Cancellation, termination or suspension of this MOU, in whole or in part.

- II. Incorporation of Provisions: SANBAG shall include the provisions of this section in its agreements with Contractors, unless exempt from the regulations or directives issued pursuant thereto. SANBAG shall take such action with respect to any contract or procurement as SCAG may direct as a means of enforcing such provisions, including sanctions for noncompliance.

13. Indemnity and Hold Harmless

- A. Neither SANBAG nor any officer thereof is responsible for damage or liability occurring by reason of anything done or omitted to be done by SCAG under or in connection with any work, authority or jurisdiction delegated to SCAG under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless SCAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG or its Consultant under or in connection with any work, authority or jurisdiction delegated to SANBAG or its Consultant under this MOU.

SANBAG shall reimburse SCAG within thirty days written notice from SCAG for any Consultant costs disallowed by Caltrans or any other funding agencies, which are disallowed as a result of SANBAG or its Consultant's actions.

- B. Neither SCAG nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANBAG or its Consultant under or in connection with any work, authority or jurisdiction delegated to SANBAG or its Consultant under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4,

SCAG shall fully defend, indemnify and save harmless SANBAG or its Consultant, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SCAG under or in connection with any work, authority or jurisdiction delegated to SANBAG or its Consultant under this MOU.

C. The indemnification provisions of this MOU shall survive termination of the MOU.

14. Notices

Any notice required or permitted under this MOU may be personally served on the other party, by the party giving the notice, or may be served by certified mail, return receipt requested to the following addresses:

For SCAG:

Wayne Moore, CFO
818 W. Seventh Street, 12th Floor
Los Angeles, CA 90017

For SANBAG:

Deborah Robinson Barmack
Executive Director
1170 W. 3rd St
San Bernardino, CA 92410

15. Miscellaneous

- a. For the purposes of this MOU, the relationship of the PARTIES is that of independent entities and not as agents of each other or as joint ventures or partners. The PARTIES shall maintain sole and exclusive control over their personnel, agents, Consultants and operations.
- b. No alterations or variations of the terms of this MOU shall be valid unless made in writing and signed by the PARTIES hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.
- c. Nothing in the provisions of this MOU is intended to create duties, obligations to, or rights in third PARTIES to this MOU, or affect the legal liability of the PARTIES to this MOU.
- d. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.
- e. This MOU contains the entire understanding between the PARTIES and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOU. There are no representations, agreements, arrangements or understandings, oral or written, between the PARTIES relating to the subject matter of this MOU, which are not fully expressed herein.
- f. This MOU shall be construed and interpreted under the laws of the State of California.

- g. In the event any part of this MOU is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the remainder of the MOU and the remaining provisions shall continue in full force without being impaired or invalidated in any way.
- h. No party may assign this MOU or any part thereof, without written consent and prior approval of the other party's authorized representative, and any assignment without said consent shall be void and unenforceable.
- i. No amendment, modification, alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by authorized representatives for the PARTIES hereto and no oral understanding of the MOU not incorporated herein shall be binding on any of the PARTIES thereto.
- j. The covenants under this MOU shall inure to the benefit of, and shall be binding upon, each of the PARTIES and their respective successors and assignees.
- k. Time is of the essence for each and every provision of this MOU.
- l. SANBAG and its Consultant(s) shall be independent contractors in the performance of this MOU, and shall not be considered officers, employees, contractors or agents of SCAG.

16. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this MOU may not be modified or altered without formal written amendment thereto.

17. Effective Date

The Effective Date of this MOU shall mean February 4, 2009 or the date (meaning the last date indicated below) that all PARTIES have fully executed this MOU.

IN WITNESS WHEREOF, The Southern California Association of Governments and SANBAG have caused this MOU to be executed by their duly authorized representatives. Each party to this MOU represents and warrants to the other PARTIES that it is authorized to execute, deliver and perform this MOU, and the terms and conditions hereof are valid and binding obligations of the party making this representation.

Southern California Association of Governments

San Bernardino Associated Governments

By _____
Wayne Moore
Chief Financial Officer

By _____
Gary C. Ovitt
President

Date _____

Date _____

Approved as to Legal Form:

Approved as to Legal Form:

By _____
Joanna Africa
Acting Chief Counsel/Director of Legal Services

By _____
Jean-Rene Basle
SANBAG Legal Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 17

Date: February 4, 2009

Subject: Metro Gold Line Foothill Extension to LA/Ontario International Airport

Recommendation:* Approve Final Report of the Strategic Planning Study for the Metro Gold Line Foothill Extension to the LA/Ontario International Airport.

Background: The Commuter Rail Committee has been briefed twice on the status of the strategic planning study for the extension of the Metro Gold Line to the LA/Ontario International Airport; once in March and another in May. The latter presentation noted that the number of alternatives had been narrowed to the following three: (1) Metrolink/Cucamonga Channel, (2) Metrolink/Vineyard Avenue, and (3) Baldwin Park Branch/Cucamonga Channel. Subsequent to the narrowing of alternative alignments, the consultant identified potential station locations and developed ridership estimates for each alternative. Due to the physical constraints of Vineyard Avenue, the second alternative was dropped from further consideration. The remaining two alternatives would yield a daily ridership of about 14,000. The cost estimates for remaining two alternatives (in 2008 \$'s) is \$308.7 million for the Metrolink/Cucamonga Channel alignment and \$399.8 million for the Baldwin Park Branch alignment.

Representatives from the Gold Line Foothill Extension Construction Authority and the study consultant, KOA Corporation presented the draft final study findings to the Commuter Rail Committee in November. Two additional community open houses were held during the month of December to present the results of the study.

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

At the January 2009 Board meeting Mr. Habib Balian, the Chief Executive Officer of the Gold Line Foothill Extension Construction Authority, gave a brief presentation of the final report. A copy of the final report was distributed to Board members at that meeting. Staff indicated at that we would return to the Board for approval of the final report at the February meeting.

Financial Impact: This item is consistent with the adopted budget. Half of the funding for the study was provided by SANBAG in the FY 2007/20008 Budget. The funding source is LTF – Planning. Current year staff effort for the study is covered under Task 38109000 – Gold Line Phase II and the funding source is LTF – Planning.

Reviewed By: This item was unanimously received by the Commuter Rail Committee on November 20, 2008.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs
Victoria Baker, Senior Transit Analyst